



THE CITY OF SAN DIEGO
REPORT TO THE CITY COUNCIL

DATE ISSUED: February 17, 2010 REPORT NO: 10-0199
ATTENTION: Natural Resources and Culture Committee
ORIGINATING DEPARTMENT: Environmental Services Department (ESD)
SUBJECT: Refuse & Recyclable Collection Services
COUNCIL DISTRICT(S): All
CONTACT/PHONE NUMBER: Stephen Grealy, (858) 573-1275

REQUESTED ACTION: Authorize the execution of bid number 9678-10-V for Refuse and Recycling Collection Services.

STAFF RECOMMENDATION: Approve the requested action.

EXECUTIVE SUMMARY:

After a competitive bid process in which the City received bids from four local haulers, Allied Waste Systems, Inc. dba Allied Waste Services of San Diego (Allied) has been chosen to be the new solid waste and recycling dumpster service provider for all City facilities, pending City Council approval. The proposed agreement is for a two (2) year term with three (3), one (1) year options to renew at the City's sole discretion. Staff recommends the award of the agreement to Allied based on Purchasing and Contracting Department's (Purchasing and Contracting) determination that Allied's bid is the low acceptable bid.

The City of San Diego had two separate contracts with EDCO for collection of waste from three yard dumpsters at City departments. A decision was made in 2009 by Purchasing and Contracting to proceed with issuing an Invitation for Bids (IFB) for a new contract. An IFB for both refuse and recycling services for City facilities was released on October 6, 2009. This IFB consolidated various trash and recycling services of the City and included approximately 60,000 annual trash service lifts covered under the EDCO contracts; 7,300 annual recycling lifts previously provided by Environmental Services Department (ESD); 1,000 additional recycling lifts provided by EDCO; and approximately 12,000 annual trash service lifts to Qualcomm Stadium - a service currently provided under a contract by Dependable Disposal.

In addition, recycling collection services and dumpsters, currently owned and serviced by the Environmental Services Department (ESD), were included in the bid. The sites currently serviced by ESD are distributed throughout the City of San Diego, from Rancho Bernardo to San Ysidro, yet comprise only one collection route, making this service structurally inefficient.

Allied's extensive number of collection routes throughout the City of San Diego will allow them to easily incorporate ESD's current service locations into their existing collection routes, resulting in a much lower cost to the City for procurement of the recycling services currently provided by ESD.

The contracts with EDCO were managed on a department-by-department basis, with no single overall contract manager. This has made the implementation of recycling at City facilities difficult and has led to a wide range of costs for similar service levels provided to different departments. Under the new service agreement, ESD will restructure the method for accounting so that each invoice is reviewed by the contract manager in ESD. This will help to verify service levels, ensure uniform contract compliance for all City sites and give the contract manager the opportunity to recognize which facilities have the potential to reduce refuse collection service and increase recycling service, ultimately saving the City money. It is the intention of ESD to facilitate a significant reduction in refuse collection and increase in recycling collection, thereby decreasing costs.

The transfer of ESD's recycling collection services at City facilities and parks to private collection necessitated meet and confer among ESD, Labor Relations and representatives from the AFSCME Local 127 (Local 127). A comparative analysis of roll off costs as provided by the private sector versus ESD showed that ESD was competitive in this area of service delivery. As a result, Labor Relations and Local 127 were able to reach an agreement that allowed ESD to provide this service using the employees that are currently driving the recycling routes and, at the same time, issue two separate IFB's for roll-off container collection services to handle any demand that could not be met by ESD. It is anticipated that this restructuring will result in decreased costs to City departments for this service.

FISCAL CONSIDERATIONS:

See the table below for a summary of costs. The actual costs for City Departments for the provision of trash services and ESD's recycling services were \$871,786 for FY08 and \$1,019,782 for FY09. The budgeted total for FY10 is \$1,019,025. The cost under the first year of the contract is projected at \$789,380 and \$819,200 in the second year. The increased cost in year two (FY12) is a result of ESD's request for a discounted recycling price per lift in year one to reflect the value of the recycling dumpsters being transferred from ESD to the Contractor. The costs in FY11 and FY12 do not take into account the anticipated reduction in costs that will result as ESD staff work to maximize waste reduction and recycling efforts throughout the City.

City Facility Trash and Recycling Collection Costs					
	FY08 Actual Cost	FY09 Actual Costs	FY10 Budget	FY11 Projected Cost	FY12 Projected Cost
City Dept Trash/Recycling	\$614,786	\$699,782	\$699,025	\$789,380	\$819,200
Environmental Services	\$257,000	\$320,000	\$320,000	\$0	\$0
Totals	\$871,786	\$1,019,782	\$1,019,025	\$789,380	\$819,200

As a comparison, the contractor will charge approximately \$31,000 in the first year and \$55,000 in the second year to deliver the service previously provided by ESD at a cost of approximately \$320,000 per year. Recycling service is charged at a significantly lower rate than trash service in the Allied bid; as recycling levels increase at City departments in compliance with the City Recycling Ordinance, the departments' costs will decrease.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Sections 22.2701 through 22.2708) and Non Discrimination in Contracting Ordinance (SAN DIEGO MUNICIPAL CODE SECTIONS 22.3501 THROUGH 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION: This item was heard at NR&C on January 27th, 2010 and was continued to the February 24th, 2010 NR&C meeting.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

KEY STAKEHOLDERS AND PROJECTED IMPACTS: City Departments, Contractor, unsuccessful bidders.



Chris Gonaver
Environmental Services Director



David Jarrell
Deputy Chief of Public Works



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 9678-10-V

REQUEST FOR BID

Closing Date: October 30, 2009
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with Refuse and Recyclable Collection Services

Timeline: As may be required for a period of two (2) years from date of award, with options to renew for three (3) additional one (1) year periods, in accordance with the attached specifications.

Company _____

Name _____

[PRINT OR TYPE]

Federal Tax I.D. No. _____

Street Address _____

Signature* _____

City _____

Title _____

State _____ Zip Code _____

Date _____

Tel. No. _____ Fax No. _____

**Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.*

E-Mail _____

If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No

SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.

If Yes, under what Permit # _____

Cash discount terms _____ % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

City of San Diego Business Tax License #: _____

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form with their bid.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

LESLIE VALDEZ, CPPB/muw, Procurement Specialist

Phone: (619) 236-7090

Fax: (619) 533-3238

E-mail: LValdez@sandiego.gov

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I. PRICING PAGE

Pricing submitted below shall be for Year 1 and Year 2 of the initial two (2) contract term (except for F and G).

A. SECTION 1 - REFUSE COLLECTION (NON-HOLIDAYS)

Item No.	Estimated Annual Qty. of Lifts	Description	Price Per Lift	Extension
1.	25,480	3 Cubic Yard Container	\$	\$
2.	12	4 Cubic Yard Container	\$	\$
3.	12,000	Qualcomm Stadium 3 Cubic Yard Container	\$	\$
TOTAL SECTION 1:			\$	

B. SECTION 2 - HOLIDAY REFUSE COLLECTION

Item No.	Estimated Annual Qty.	Description	Price Per Lift	Extension
1.	12	3 Cubic Yard Container	\$	\$
2.	12	4 Cubic Yard Container	\$	\$
3.	500	Qualcomm Stadium 3 Cubic Yard Container (as specified in Specifications)	\$	\$
TOTAL SECTION 2:			\$	

C. SECTION 3 - EMERGENCY CALL REFUSE COLLECTION (NON-HOLIDAYS)

Item No.	Estimated Annual Qty.	Description	Price Per Lift	Extension
1.	12	3 Cubic Yard Container	\$	\$
2.	12	4 Cubic Yard Container	\$	\$
TOTAL SECTION 3:			\$	

D. SECTION 4 - CONTAINERS

Item No.	Description	Price
1.	Container exchange due to fire, vandalism, etc. does not include exchange for routine maintenance (washing, painting, etc.)	\$ _____ per Exchange
2.	Repair of complete lid when damage not due to normal wear and tear.	\$ _____ per Repair
3.	Repair of small lid when damage not due to normal wear and tear.	\$ _____ per Repair
4.	Replacement of missing lid.	\$ _____ per Replacement
TOTAL SECTION 4:		\$
TOTAL SECTIONS 1-4:		\$

E. SECTION 5 - RECYCLABLE MATERIALS COLLECTION (HOLIDAYS)

Item No.	Estimated Annual Qty.	Description	Price Per Lift	Extension
1.	12	3 Cubic Yard Container	\$	\$
2.	12	4 Cubic Yard Container	\$	\$
TOTAL SECTION 5:				\$

F. SECTION 6 - RECYCLABLE MATERIALS COLLECTION (NON-HOLIDAYS) YEAR ONE (I) (REFERENCE SECTION III.J)

Item No.	Estimated Annual Qty.	Description	Price Per Lift	Extension
1.	7,500	3 Cubic Yard Container	\$	\$
2.	1,600	4 Cubic Yard Container	\$	\$
TOTAL SECTIONS 6:				\$

G. SECTION 7 – RECYCLABLE MATERIALS COLLECTION (NON-HOLIDAYS) YEARS 2, 3, 4, & 5

Item No.	Estimated Annual Qty.	Description	Price Per Lift	Extension
1.	7,500	3 Cubic Yard Container	\$	\$
2.	1,600	4 Cubic Yard Container	\$	\$
TOTAL SECTIONS 5-7:			\$	\$
TOTAL BID SECTIONS 1-7:			\$	\$

NOTE: PRICING FOR RECYCLABLE COLLECTION SERVICES

Recycling services provided by Contractor to the City shall be up to half the price per lift compared to the price for refuse collection service in order to encourage the procurement of recycling services to the maximum extent feasible.

II. SPECIFIC PROVISIONS

A. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Leslie Valdez, CPPB, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 533-3238; or by e-mail to LValdez@sandiego.gov, no later than 5:00 p.m. on Friday, October 16, 2009.

B. AWARD

This bid shall be awarded as a lot or as may be in the best interest of the City.

C. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and one (1) copy of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Bidder's References (as specified in Section II, paragraph F).
- b. Bidder's Statement of Subcontractors (as specified in Section II, paragraph F).
- c. Bidder's Statement of Available Equipment (as specified in Section II, paragraph F).
- d. Bidder's Statement of Financial Responsibility (as specified in Section II, paragraph F).
- e. Vendor Registration (use form in Forms section).
- f. Contractor Standards Pledge of Compliance (use form in Forms section).
- g. Drug-Free Workplace (use form in Forms Section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in Section II, paragraph E, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- c. Business Tax License as specified in Section II, paragraph H, if not currently on file.

D. OPTION TO RENEW

After the initial two (2) year contract period, the City reserves the option to renew the contract up to three (3) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days of the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

The City will not grant an option, if the Contractor requests a price increase which exceeds the average percentage variant for the previous twelve months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the bidder must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

E. INSURANCE REQUIREMENTS

Insurance - Contractor shall not begin any work under Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

Commercial General Liability. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$ 1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Pollution Liability. For a minimum of one million dollars combined single limit (\$1,000,000.00 CSL). Such policy shall show proof of coverage for pollution liability associated with the collection and disposal of hazardous wastes. The City of San Diego must be named as an additional insured on the certificate.

Deductibles. All deductibles on any policy shall be the responsibility of the Contractor and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Contractor.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

Reservation of Rights. The City reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Contractor for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

Additional Insurance. The Contractor may obtain additional insurance not required by this Agreement.

Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

F. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form in Forms section).
2. Bidder's Statement of Subcontractors (use form in Forms section).
3. Bidder's Statement of Available Equipment (use form in Forms section).
4. Bidder's Statement of Financial Responsibility (use form in Forms section).

G. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

H. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

I. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form in Forms section). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

J. LIVING WAGE

Effective January 1, 2010, any contract awarded from this solicitation is subject to the City of San Diego's Living Wage Ordinance [LWO], Chapter 2, Article 2, Division 42 of the San Diego Municipal Code [SDMC]. Provisions of the LWO include requirements for Contractors and subcontractors to pay specified rates and provide compensated and uncompensated days off for covered employees. Full text of the LWO and Rules Implementing the Living Wage Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Living Wage Program at (619) 236-6682.

LWO wage and health benefit rates are adjusted annually in accordance with SDMC §22,220(b) to reflect the Consumer Price Index. Any contract awarded from this solicitation must include this upward adjustment of pay rates to covered employees on July 1 of each year.

K. EXPECTATIONS OF ETHICAL BUSINESS CONDUCT

The City's Expectations of Ethical Business Conduct requirements are incorporated into this bid and any resulting contract (reference Attachment A).

III. SPECIFICATIONS

A. SCOPE OF WORK

The work to be performed under this contract shall consist of furnishing all labor, material, equipment (except for recycling containers that will be included as noted in Section III, paragraph J), and services required for the removal and disposal of trash from various locations and at various pick-up frequencies as required by the City in accordance with the specifications of this Request for Bid.

B. TRASH REMOVAL - SERVICE REQUIREMENTS

Containers shall be serviced at various sites with various designated pick-up frequencies throughout the City as indicated by the Contract Administrator or designee. For evaluation purposes, an overview of various sites and pick-up needs are provided as Attachment B. Provided as Attachment C is an overview of various sites and known pick-up needs for Recyclable Collection. Standard services days are defined as services required to be performed Sunday through Saturday, each week, excluding holidays.

Frequency of pick-up and number of containers may be adjusted at the discretion of the City via a five (5) calendar day verbal notification to the Contractor's representative.

Pick-up days shall be approved by the City. Time of pick-up shall be scheduled as early as possible in the morning in the areas of high usage, or as specified by the City Contract Administrator or designee.

The Contractor shall dump each container on each scheduled service day regardless of the amount of refuse present in the container.

The Contractor may withhold dumping any container which contains refuse of a type or in a condition that would constitute a hazard to personnel or equipment if dumped. The Contractor shall notify the Contract Administrator or designee immediately if a container is found in a hazardous condition, reporting the number and location of the unit (refer to Section III, paragraph G - Hazardous Waste Disposal Procedures).

The Contractor shall ensure that all container lids are in the closed position following pick-up.

C. QUALCOMM STADIUM TRASH REMOVAL – SERVICE REQUIREMENTS

Containers located at Qualcomm Stadium shall be serviced on an on-call basis dependent upon event schedule. Due to the nature of events occurring at Qualcomm Stadium, Contractor shall be able to perform services each day of the weekend, including Friday, Saturday and Sunday evenings as well as holidays including Thanksgiving, Christmas Eve, Christmas and New Years Day. Before, during and after events including San Diego Charger football games, San Diego State University football games, Bowl games and other major events, contractor must provide an on-site truck and driver to service three (3) cubic yard bins as needed during preparation for the event, during the event and cleanup after the event. During multiple event weekends, contractor must be prepared to provide service both Saturday and Sunday early mornings, late evenings and through the night to ensure that all trash is removed from the site after the event(s).

The City will provide the Contractor a list of scheduled events for the year no later than May 1st of each calendar year. The list is subject to change. In the event of a schedule change, the City will provide Contractor a minimum of forty-eight (48) hours notice for any service needs.

Qualcomm Stadium will have an on-site point of contact authorized to make service changes and requests. Contract Administrator or designee will provide Contractor with contact information.

D. HOLIDAY SERVICES

Contractor shall provide holiday services on an as-needed basis at the request of the Contract Administrator(s). Contract Administrator(s) shall provide Contractor with verbal or fax notification within five (5) calendar days of the required holiday service.

E. TRANSITION TO NEW SERVICE PROVIDER (IF APPLICABLE)

At the beginning of this agreement and following its expiration, Contractor will take direction from and cooperate with the City and subsequent Contractor to assure a smooth transition of services with minimal disruption to services. Such cooperation shall include but not be limited to phasing the removal of containers in accordance with arrangements established by the City and incoming Contractor and provide adequate labor and equipment to complete performance of all collection services required under this contract.

F. EMERGENCY CALLS

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the Contract Administrator(s) shall be referred to the Contractor for immediate disposition. Non-holiday rates shall apply for non-holiday emergency requests.

G. HAZARDOUS WASTE DISPOSAL PROCEDURES

In all areas covered by this contract, the Contractor and/or Contractor's subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

1. Cordon off the area where the material has been found, to the extent possible.
2. Immediately call 911 (Fire Department) and provide all relevant information possible.
 - a. Finder's name and company;
 - b. Specific location of material;
 - c. Try to determine:
 - (1) Number, size, and types of containers
 - (2) Description of labels
 - (3) Spillage to soil, pavement, water
 - (4) Description: solid, liquid, color
 - (5) Any danger to public
3. Inform the appropriate supervisor as soon as possible, as well as the City.
4. Remain at site until the Fire Department arrives.
5. Do not move, touch, or sniff any of the material.

H. CONTAINERS

The Contractor shall supply three (3)-cubic yard capacity metal containers as noted in this bid, unless otherwise specified. Containers shall be of a design compatible with the trash and recycling removal equipment utilized in providing this service, and of a construction commonly used in commercial/industrial trash and recycling removal. All containers shall be equipped with close-fitting lids, be leak-proof and rodent-proof, and have rubber tired wheels unless otherwise specifically requested by the site Contract Administrator(s). All container lids must be extremely durable, stand up to extreme temperatures and harsh environmental conditions without bloating, splitting or cracking. Locking lids shall be provided upon request at no additional charge. The recycling containers shall have slant lids with restricted opening slot for cardboard and an eight and one-half inch (8-1/2") circular opening for disposal of other recyclable materials.

Contractor shall maintain all of its containers used for providing services under this contract in a safe, neat, clean and operable condition at all times.

All containers shall be clearly identified as a trash or recyclable materials container, and shall display the name and telephone number of the Contractor in clear and legible lettering. All containers must have a graffiti proof coating. All containers used to collect and store recyclables shall display a list of the recyclable materials which may be deposited into the containers.

I. CONTAINERS AT QUALCOMM STADIUM

The Contractor shall supply three (3)-cubic yard capacity metal containers as noted in this bid, unless otherwise specified. Containers shall be of a design compatible with the trash and recycling removal equipment utilized in providing this service, and of a construction commonly used in commercial/industrial trash and recycling removal. All containers shall be equipped with close-fitting lids, be leak-proof and rodent-proof, and will have rubber tired wheels unless otherwise specifically requested by the Contract Administrator or designee. All container lids must be extremely durable, stand up to extreme temperatures and harsh environmental conditions without bloating, splitting or cracking. Locking lids shall be provided upon request at no additional charge.

Twenty-five (25) of the total one hundred and fifty (150) three (3) cubic yard bins shall be equipped with wheels for the interior of the stadium. The remaining one hundred and twenty-five (125) three (3) cubic yard bins shall not have wheels and will be used for stationary placement throughout the parking lot.

Beginning August through the end of February of each calendar year, one hundred and fifty (150) bins must be onsite for use by the stadium and its events. At the end of each February approximately one hundred (100) of the stationary bins shall be removed for the months of March through the end of July.

The City may provide educational decals for each three (3) cubic yard bin that contractor shall affix, emphasizing the use of the bin for trash in order to eliminate storm water pollution. Additional decals will be provided to Contractor to affix should the bin be switched out.

J. TRANSFER OF RECYCLING CONTAINERS TO CONTRACTOR

Contractor shall take over the servicing and ownership of any and all three (3) or four (4) cubic yard recycling bins, in as-is condition, where-is, at various Park and Recreation and other City Facilities that are currently owned and serviced by the Environmental Services Department. The Contractor will service bins where they are currently located. Removal of any of these bins in the future will be at Contractor's sole expense. The City will notify the Contractor by phone, email or fax to request bin removal. The Contractor shall have five (5) calendar days from the date of notice from the City to remove bin(s). The total number of bins in the field currently serviced by the Environmental Services Department equals ninety-five (95) bins at fifty-six (56) different locations. Approximately ninety-three (93) are three (3) cubic yard bins and the remaining two (2) are four (4) cubic yard bins. Locations and number of bins at each site can be found in Attachment C - Section A.

Contractor shall also take ownership of the remaining bins in inventory as-is. There are a total of seven (7) bins in inventory; six (6) three (3) cubic yard bins and one (1) four (4) cubic yard bin. The Contractor shall have thirty (30) calendar days from award of contract to contact the Field Operations Division and pick up the seven (7) recycling bins kept in inventory from the City's Field Operations Division.

- Roger Wammack
Field Operations Division
5180 Convoy Street
San Diego, CA
(858) 492-6012

The value of the transfer shall be reflected in the price per lift for recycling for the first year. See Section 6 of the pricing page.

K. CONTAINER PLACEMENT

The City shall designate a specific site at each location for each container. The Contractor shall exercise care to ensure that each container is returned to its designated site after each dumping. The Contractor shall place containers in a manner that does not interfere with legal parking or use of the facilities. The Contractor shall not place containers on lawns or in shrub beds.

L. EXAMINATION OF THE SITE

Each bidder shall visit the sites of the proposed work to become fully acquainted with the conditions and difficulties attending the performance of the contract. No additional compensation or relief from any obligations of the contract will be granted because of a lack of knowledge of the sites or conditions under which the work will be accomplished.

M. CONTAINER & SIGNAGE MAINTENANCE

The Contractor shall be responsible for all maintenance, cleaning, repair, and replacement of the containers. The containers shall be maintained in a condition which does not detract from the use and/or appearance of the surrounding area. Containers will be painted as necessary to maintain uniform color unless another color is authorized by the City. The City will be sole judge of the adequacy of the container maintenance. Upon verbal notice from the City, the Contractor shall have five (5) calendar days to remove and replace containers considered to be in unsuitable condition or to correct minor deficiencies in container maintenance.

The Contractor shall provide and affix signage that defines what materials should be included in the single-stream recycling bins using graphics depicting accepted material in English and Spanish. Signs shall be no less than twelve (12) by eighteen (18) inches in size. Contractor shall also provide and affix separate signage that clearly states "Recycling Only" in English and Spanish and "Garbage Only" in English and Spanish. These signs shall be ten (10) by twelve (12) inches in size. Both of these signs shall be placed on both of the sides and the front of the appropriate bin.

N. CONTAINER MAINTENANCE – QUALCOMM STADIUM

The contractor shall be responsible for all maintenance, cleaning, graffiti removal, repair and replacement of all containers. The containers shall be maintained in a condition which does not detract from the use and/or appearance of the surrounding area. Containers will be painted as necessary to maintain uniform color throughout stadium. The City will be the sole judge of the adequacy of the container maintenance. Upon verbal notice from the City, contractor shall have (2) calendar days to remove and replace containers considered to be in an unsuitable condition or to correct minor deficiencies in container maintenance. Contractor shall provide and affix "Garbage Only" signage in English and Spanish to all bins located at the stadium. The signs shall be ten (10) by twelve (12) inches in size and must be affixed to both of the sides and the front of each bin.

In addition, Contractor shall fully sanitize all containers one (1) time per calendar year.

O. RESPONSIBILITY TO WORK

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said Contractor or Contractor's employees in connection with the performance of this work.

P. PERSONNEL

The Contractor shall furnish sufficient supervisory and working personnel capable of accomplishing, to the satisfaction of the Contract Administrator, all work required under this contract. All such personnel shall be physically able to do their assigned work. The Contractor and Contractor's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public and staff. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel fully clothed and wearing a safety vest with the company identification on the back will be considered suitably attired). The Contract Administrator(s) may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the City of San Diego.

Q. CONTACT REQUIREMENT

The Contractor shall maintain a contact requirement with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this contract with the Contract Administrator. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls from the Contract Administrator(s) are returned within one (1) hour period. A mobile telephone shall not fulfill the requirement for a local office.

R. FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the Contractor fails to perform the service as specified herein, the City will pay only for the amount of services received as determined by the Department, with an appropriate downward adjustment in the contract price. Pick-up services not performed as scheduled may be justification for a billing adjustment in the month following the occurrence. Billing adjustments for service(s) not received shall be the permanent retention of one hundred percent (100%) of the estimated cost of the service(s) not received.

S. PAYMENT

In order to receive payment, the Contractor shall submit, on or before the tenth (10th) of the month, a statement, in duplicate, for services for the preceding month to the respective Division at the address provided on the Purchase Order. Deductions for services not performed in accordance with these specifications will be based on unit prices submitted. Contractor shall submit an itemized bill listing each location, number of containers at that location, and frequency of pick-up.

T. INCREASED LANDFILL FEES

In the event current fees are increased and/or new fees or charges established for the use of the City or County solid waste disposal facilities, the Contractor will be allowed to propose new contract pricing to proportionately pass on the fee increases. The Contractor shall provide documentation acceptable to the City of costs incurred due to increased disposal fees. The City may, at its option, accept the new proposed contract pricing or terminate the balance of the contract.

U. QUANTITIES (SITES AND SERVICE FREQUENCIES)

Quantities of the sites to be serviced and service frequency requirements ("service requirements") on the Pricing Pages and Attachment B and Attachment C are estimates only and subject to change. The City reserves the right to alter its service requirements at any time during the contract period. This may include increasing or decreasing the number of containers, sites, or frequency of pick-up. Payment for additions or reductions in service will be based upon unit prices submitted with this bid.

V. REPORTING REQUIREMENTS

Contractor shall provide a quarterly report to the Contract Administrator indicating current service levels provided by location at the end of each quarter. The report shall be made available to the Contract Administrator within 15 calendar days of the end of the preceding quarter. The report shall be submitted in Microsoft Excel (Version 6.0 or higher) format, and shall include all trash and recycling services (if applicable) provided at each City location and shall include scheduled day(s) of service for each service at each location.

The Contract Administrator shall be granted access to ride along on City selected routes to confirm service levels, if requested. The Contract Administrator shall provide Contractor with a minimum three (3) calendar notice to ride along on designated routes, either in writing or orally.

IV. FORMS

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

BIDDER'S STATEMENT OF SUBCONTRACTORS

The Bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____ Contract Dates: _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT

The Bidder is required to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion, the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of work.

NOTE: Add additional pages if necessary.

Equipment

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

Equipment Description: _____

Owned ☐ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____



**City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form**

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: _____

[ID Number will be provided by City]

Firm Info:

Firm Name: _____

Doing Business As: _____

Firm Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Taxpayer ID: _____ Business License: _____

Website: _____

Contact Info:

Contact Name: _____

Title: _____

Email: _____

Phone: _____ Cell: _____

☐ **Alternate Address (if different from above) to Receive Remittance:**

Mailing Address: _____

City: _____ State: _____ Zip: _____

☐ **Alternate Address (if different from above) to Receive Bid/Contract Opportunities:**

Mailing Address: _____

City: _____ State: _____ Zip: _____

Contractor Licenses (if applicable)

License Number:	_____	License Type:	_____
License Number:	_____	License Type:	_____
License Number:	_____	License Type:	_____

Contractor/Vendor Registration Form – Page 2

Firm Name:

Product/Services Description:

Product/Services Information:

NAICS Codes:

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	<input type="checkbox"/> Male	or	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female		<input type="checkbox"/> Partnership
		<input type="checkbox"/> Corporation	
		<input type="checkbox"/> Limited Liability Partnership	
		<input type="checkbox"/> Limited Liability Corporation	
		<input type="checkbox"/> Joint Venture	
		<input type="checkbox"/> Non-Profit	
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency	
		<input type="checkbox"/> Utility	

Ethnicity:

Ethnicity:

* select one from the following **List of Ethnicities:**

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

*

* select from the following **List of Ownership Classification Codes** (select all that apply):

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? ☐ No ☐ Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/ 236-5904

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

B. BIDDER/CONTRACTOR INFORMATION:

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐ **Yes** ☐ **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?
☐ **Yes** ☐ **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

☐ **Corporation** Date incorporated: ____/____/____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Is your firm a publicly traded corporation? ☐ **Yes** ☐ **No**

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

☐ **Limited Liability Company** Date formed: ____/____/____ State of formation: _____

List names of members who own five percent (5%) or more of the company:

☐ **Partnership** Date formed: ____/____/____ State of formation: _____

List names of all firm partners:

☐ **Sole Proprietorship** Date started: ____/____/____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed: ____/____/____

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
☐ **Yes** ☐ **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ **Yes** ☐ **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ **Yes** ☐ **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
☐ **Yes** ☐ **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
☐ **Yes** ☐ **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
☐ **Yes** ☐ **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
☐ **Yes** ☐ **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

☐ **Yes** ☐ **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ **Yes** ☐ **No**

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

- ☐ Initial submission of *Contractor Standards Pledge of Compliance*.
☐ Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

_____ Print Name, Title	_____ Signature	_____ Date
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City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Print Name, Title

Signature

Date

DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All Proposers should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

B. DEFINITIONS

- 1) "Drug-Free Workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) "Employee" means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) "Controlled Substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) "Contractor" means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

C. CITY CONTRACTOR REQUIREMENTS

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a

Drug-Free Workplace by doing all of the following:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

NOTE: The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD**

**DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION**

BID NUMBER:

PROJECT TITLE: _____

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for bids, and that,

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

DATE: _____



ATTACHMENT A

City of San Diego Expectations of Ethical Business Conduct (Effective date: 11/1/08)

Introduction

This document has been created to promote and enhance public trust and confidence in the integrity of the City of San Diego's ("City") procurement process, and to ensure that City officials and employees are independent, impartial and responsible to the City taxpayers.

The City operates in a highly regulated environment and, as a result has many rules and regulations that Contractors must follow. These consist of not only federal and state laws and regulations but also the City's own requirements. In their dealings with the City, Contractors are expected to exercise caution and avoid even the appearance of impropriety or misrepresentation. The City values the relationships that have been developed with its Contractors. These relationships have been built on a foundation of honesty, trust and a commitment to ethical business practices.

This document is a summary statement of the City's expectations concerning the ethical business conduct of contractors doing business with or on behalf of the City. By "Contractor" the City means any company or individual that provides or wants to provide a product or service or engage in a marketing partnership directly or indirectly to or with the City. By "Marketing Partnership" the City means a mutually beneficial business arrangement between the City and a Contractor, wherein the Contractor provides cash and/or in-kind services to the City in return for access to the marketing potential associated with the City.

Business Conduct

- A. ***Provide Contracting Excellence*** – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to the City, so that the public is served with the best value for its dollars.
- B. ***Employ Good Business Practices*** – Contractors and their Representatives shall conduct their employment and business practices in full compliance with all applicable laws of the United States of America, the State of California, the County of San Diego, and the City, as well as all applicable City policies, including, but not limited to, the following:
 - ***Equal Employment Opportunity Contracting*** – A Contractor cannot discriminate against an employee or applicant for employment or subcontractor on any basis prohibited by law. Contractors are not permitted to discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, and/or in the provision of goods, services, facilities, privileges, advantages and accommodations. Contractors must comply with the City's Nondiscrimination in Contracting Ordinance. [Municipal Code §§ 22.3501 through 22.3517]

- **Equal Opportunity Outreach Program** - All Contractors doing business with the City, and their subcontractors, must comply with the requirements of the City's Equal Opportunity Outreach Program. [Municipal Code §§ 22.2702 through 22.2707]
 - **Health and Safety** – Contractors shall provide a safe and healthy work environment as set forth in any Agreement with the City and shall fully comply with all insurance carrier mandated safety requirements and all applicable safety and health laws, regulations, and practices.
 - **Americans with Disabilities Act/Title 24** - A Contractor awarded a contract, lease, or grant by the City must comply with Council Policy 100-04 relating to the federally mandated Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations (California Physical Access Laws).
 - **Drug Free Environment** – Contractors, in the performance of their duties and obligations, shall comply with the City's Drug-Free Workplace requirements [City of San Diego Resolution No. R-277952 adopted May 20, 1991, Council Policy 100-17].
 - **Cooperative Environment** - A Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.
 - **No Harassment** – A Contractor shall not engage in any sexual or any other harassment, physical or verbal abuse, or any other form of intimidation with respect to its own or any City Official or employee.
 - **Living Wage Ordinance** - Many Service Contractors, Financial Assistance Recipients and/or City Facility Employers may be required to comply, and require each of its subcontractors to comply, with the provisions of the City's Living Wage Ordinance. Contractors should consult the ordinance and their legal counsel to determine its applicability. [Municipal Code §§ 22.4201 et seq.]
- C. **Compliance with City Procurement Process** – Contractors shall comply with all City laws, regulations policies, procedures, and requirements governing the City's procurement process. For more information, see Municipal Code §§ 22.3001 et seq. [Contract Definition, Competitive Bidding Procedures and Contract Alterations], §§ 22.3101 et seq. [Public Works Contracts], §§ 22.3201 et seq. [Contracts for Personal Services, Goods and Consultants], §§ 22.3301 et seq. [Design-Build Contracts], §§ 22.3401 et seq. [Alternative Procurement of Design-Build Contract for Qualifying Complex Public Facilities], §§ 22.3501 et seq. [Nondiscrimination in Contracting], §§ 22.3601 et seq. [Bidding and Award Requirements for Minor Public Works Contracts] and Purchasing and Contracting Department's "Vendor Information" web page - <http://www.sandiego.gov/purchasing/vendor/index.shtml>.
- D. **Use of City Resources** – Contractors and their Representatives shall use City assets (including, but not limited to, time, property, supplies, services, consumables, equipment, technology, intellectual property, and information) only for City business-related purposes.
- E. **Confidentiality** – Contractors and their Representatives shall protect and maintain confidentiality of the professional services they provide to the City, *unless*, otherwise specifically authorized by the City, in writing, or otherwise legally mandated by law.
- F. **Marketing Partnerships** - The City accepts the principle that Contractors may become marketing partners with the City in sponsorship of City-approved programs, projects, events, facilities or activities where such partnerships are mutually beneficial to both parties in a manner consistent with all applicable policies and ordinances set by the City. Under conditions of Council Policy 000-40, City staff may solicit marketing partnerships for the City.

- G. ***Affiliation with the City*** – Contractors are expressly prohibited from producing any advertisement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, vendor or Manufacturer, without a written agreement from the Mayor or his/her designee. This rule does not preclude a contractor from identifying the City of San Diego as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities. [City Council Policy 000-40; City Council Policy 000-41]
- H. ***Product Endorsement*** – Endorsements by the City or its employees of commercial products or services of a Contractor, when such endorsement will be used by the Contractor for advertising purposes are prohibited unless there is a written agreement from the Mayor or his/her designee. An agency or organization which in whole or in part receives City funds shall adopt and follow a similar policy prohibiting that agency's or organization's endorsement of commercial products or services. [City Council Policy 000-40; City Council Policy 000-41; Administrative Regulation 95.65]
- I. ***Gift Limits/Prohibitions*** – Contractors and their Representatives shall abide by the City's gift/favors limitations, as related to City officials/employees, and as set forth in Municipal Code § 27.3501, Council Policy 000-4 and Administrative Regulation 96.50 § 3.4.
Companies, contractors or vendors are not permitted to give to an employee of the Purchasing & Contracting Department any gifts, gratuities, meals, or favors so as not to give even the appearance of a conflict of interest.
- J. ***Campaign Contributions*** - All Contractors and subcontractors are charged with full knowledge of the requirements of San Diego Municipal Election Campaign Control Ordinance [Municipal Code § 27.2901 et seq.] regarding the making of campaign contributions, and shall not violate or conspire with any other person to violate this ordinance.
- K. ***Employment of Former City Employees*** – A Contract may be unilaterally and immediately terminated by the City if the Contractor or any of its Subcontractors and/or Subconsultants knowingly employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Contractor and its Subcontractors and or Subconsultants. [Council Policy 300-11]
- As well, City employees are not permitted to negotiate future employment with any Contractor, in the instance where the employee's City employment status could create an advantage not available to other individuals, firms or organizations. [Administrative Regulation 95.60 § 3.10]
- L. ***Communications Limitations*** – Contractors and their representatives shall observe communication limitations with City Officials and employees during the times of the procurement/contracting process, as set out by City Purchasing and Contracting Department policies, to ensure that the process is shielded from even the appearance of undue influence.

If a Contractor employs a former City employee, that former City employee is not permitted to communicate with any City employee on any issue or matter in which the former City employee had official responsibility or participation, for a period of one year from the former employee's final date of employment. [Administrative Regulation 95.60 § 3.10]

Conflict of Interest/Disclosure Obligations

Contractors are subject to all federal, state and local conflict of interest and disclosure laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code sections 1090, et seq. and 81000, et seq., California Corporations Code §§ 7230-7238 and §§ 5230-5240, City of San Diego City Charter § 225, the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595, the “Conflict of Interest and Procurement Policy for Non Profit Corporations Contracting with the City of San Diego” and as required a City department policy or regulation. Some Contractors, under certain specified circumstances, may be required to file a Statement of Economic Interest.

Political Activity

For contracts funded by federal sources or Transient Occupancy tax funds, contractors and subcontractors are prohibited from using funds, personnel, or materials received for certain lobbying or political activities. Any prohibitions on the use of contract funds for lobbying or political activities will be specified in the contract language.

Transparency in Lobbying

Contractors and their Representatives shall abide by City’s Municipal Lobbying Ordinance [Municipal Code § 27.4000 et seq.] and register and fulfill the associated requirements, if they qualify as lobbying firms, organization lobbyist, or expenditure lobbyists as defined by Municipal Code § 27.4002.

False Claims

Contractors who make false charges on claims for any payment submitted to the City violate the California False Claims Act, Cal. Government Code §§ 12650-12655.

Violation of Anti-Competitive Business Practices or Unfair Trade Practices

Contract bidders shall not engage in any acts or omissions, in violation of federal, state or municipal law, the City Charter, or City policies and regulations, involving anti-competitive practices, unfair trade practices, collusion, contingent fees, gratuities, kickbacks, contemporaneous employment, or similar violations creating an unfair influence on the public bidding and award process pertaining to a contract or proposal, in violation of federal, state, or municipal law, the City Charter, or City policies and regulations, shall void the contract. In addition to any other remedies or damages allowed by law, the Bidder shall be liable to the City for all damages the City incurs and shall be subject to debarment.

Enforcement

Enforcement of these provisions maybe found in your contract and in local, state and federal law.

This document does not address all ethical issues which may arise in the course of doing business with the City. Nor does it describe all legal contracting requirements that Contractors, doing business with the City, are required to comply with. Because the principles described in this document are summary in nature, Contractors are responsible for reviewing all applicable local, state and federal law, as well as the City Charter, ordinances, policies, procedures and regulations for more specific information and instruction.

Contractors should consult with their legal counsel if there are questions concerning compliance with applicable local, state or federal laws.

ATTACHMENT B – REFUSE COLLECTION SERVICES

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
Stadium	Qualcomm Stadium	9449 Friars Rd., San Diego, CA	150									3 yd garbage bins on call
Library	Central Library Building	820 E St., San Diego, CA	2			X	X	X	X	X		
PD	Police Headquarters	1401 Broadway, San Diego, CA	4			X	X	X	X	X	X	Code required for access.
PD	Northern Police Station	4275 Eastgate Mall, San Diego, CA		1		X	X	X	X	X		
PD	Police Pistol Range	40th and Federal Blvd., San Diego, CA	3			X		X		X		
PD	Western Police Station	Napa and Gaines Sts San Diego, CA	3			X		X		X		
PD	Northeastern Police Station	13396 Salmon River Rd San Diego, CA	1			X		X		X		
PD	Eastern Police Station #1	9225 Aero Dr., San Diego, CA	2			X		X		X		
PD	Traffic Division #2	9265 Ruffin Rd., San Diego, CA	2			X		X		X		
PD	Southeastern Police Station	Skyline Drive and Sychar, San Diego, CA	2			X		X		X		Honk for access.
PD	Mid-City Police Station	4310 Landis, San Diego, CA	2			X	X	X		X		
Fleet Service Division	Central Vehicle Maintenance Facility	3940 Federal Blvd., San Diego, CA	2			X		X		X		
PD	Police Horse Stable	Gold Gulch Balboa Park San Diego, CA	2			X	X	X	X	X	X	

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
PD	Police Canine Facility	4008 Federal Blvd. San Diego, CA	2			X		X		X		One of the trash bins is located at the Sunshine Little League Field just down the street.
PD	Southern Police Station	1120 27th St San Diego, CA	2			X		X				Honk for access.
PD	Central Police Facility	2501 Imperial Ave. San Diego, CA	1			X		X		X		Combination lock.
PD	Beach & Bay Store Front	4439 Olney St. San Diego, CA	1						X			
PD	Air Support Unit	4141 Kearny Villa Rd., San Diego, CA	1						X			
	NTC	Wombie at Cushing Rd	2			X				X		
Library	Rancho Bernardo Library	17110 Bernardo Center Dr., San Diego, CA	1			X				X		
Library	Otay Mesa Library	3003 Coronado Ave. San Diego, CA	1					X				Recyclable - Before 11am
Library	Taylor/Pacific Library	4275 Cass St. San Diego, CA	1		X				X			Dumpster area is padlocked.
Coastal	Bahia/Ventura	3200 Gleason Rd. San Diego, CA	8		X	X		X		X		Before 9am Summer : 4x Su-Mo-W-F
	Bonita Cove	1100 W Mission Bay Dr. San Diego, CA	8		X	X		X	X	X		Before 9am Su = Summer

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
Coastal	Crown Point Shores	700 Corona Oriente Rd. San Diego, CA	10		X	X		X		X		Before 9am Su = Summer
Coastal	Dana Basin (Landing)	1999 Dana Landing Rd. San Diego, CA	2		X	X		X		X		Before 9am Su & We = Summer
Coastal	De Anza Cove	2800 E Mission Bay Dr. San Diego, CA	8		X	X		X		X		Before 9am Su = Summer
Coastal	Islandia (Quivira Point)	1441 Quivira Rd. San Diego, CA	1		X	X		X		X		Before 9am Su = Summer
	Mission Point	2600 Bayside Ln. San Diego, CA	3		X	X		X		X		Before 9am Su = Summer
Coastal	Playa Pacifica	2590 E. Mission Bay Dr., San Diego, CA	11		X	X		X		X		11 in Summer / 8 in Winter 3 Sites on Mission Bay Dr Su = Summer Before 9am
Coastal	Quivira Basin / Hospitality Point	1300 Quivira Rd., San Diego, CA	3		X	X			X	X		2 Sites near 1300 Quivira Rd Su = Summer
Coastal	Santa Clara Point	1008 Santa Clara Pl. San Diego, CA	5		X	X		X		X		Before 9am Su = Summer
Coastal	Sunset Point	1656 W Mission Bay Dr. San Diego, CA	2		X	X		X		X		Before 9am Su = Summer

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
Coastal	Tecolote Shores	Mission Bay Parks West, 1740 E Mission Bay Dr., San Diego, CA	4		X	X	X	X		X		Before 9am Mo = Summer
Coastal	Tecolote Shores - S. Tecolote Drive	Mission Bay Parks West, 1590 E Mission Bay Dr., San Diego, CA	2		X	X		X		X		Before 9am Su = Summer
Coastal	Famosa Boulevard and W. Point Loma Blvd.	4021 Pt Loma Blvd Famosa Blvd and W Point Loma Blvd. San Diego, CA	2		X	X	X	X		X		Tu & Fr = Summer
Coastal	Fiesta Island Youth Camp	1750 Fiesta Island Rd. San Diego, CA	2		X	X		X		X		Before 9am Su = Summer
	Kellogg Park	2112 Vallecitos - (In 2 locations of parking lot.)	5		X	X		X		X		Before 9am In 2 locations of parking lot.
Coastal	Vacation Isle - North Cove	3100 Ingraham St. San Diego, CA	1		X	X				X		Before 9am
Coastal	Vacation Isle - Ski Beach	3100 Ingraham St. San Diego, CA	9			X	X	X		X		Before 9am We = Summer
Coastal	Vacation Isle - South Cove	3100 Ingraham St. San Diego, CA	6		X	X		X		X		Before 9am We = Summer
Coastal	Mission Beach Park	Mission Beach at I-5 Pacific Beach West Point	4		X	X		X		X		Before 9am Su = Summer
Shoreline	Mission Beach Park	3126 Mission Blvd. San Diego, CA	4		X	X		X		X		Before 9am

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
Shoreline	La Jolla Scripps Park / Ellen Browning Scripps	1180 Coast Blvd. La Jolla, CA	3		X	X		X		X		Before 9am In gated area of comfort station.
	South Mission Beach Park	2587 Ocean Blvd. San Diego, CA	2		X	X		X		X		Before 9am
Shoreline	Sunset Cliffs Natural Park / Hillside Park	Cornish & Ladera Sts (in parking lot), San Diego, CA	2			X		X		X		Before 9am
Shoreline	Torrey Pines City Park	Torrey Pines Scenic Drive and Callen Rd. 2800 Torrey Pines Scenic Dr (in 2 locations of parking lot)	3			X		X		X		Before 9am
Shoreline	Ocean Beach Pier	5000 Niagra Ave. (in the parking lot) San Diego, CA	3		X	X		X		X		Before 9am In the parking lot.
Shoreline	Tourmaline Park	602 Tourmaline St. (in the parking lot) San Diego, CA	4		X	X		X		X		Before 9am
Inland	Valencia Park School Turf	Behind 5880 Skyline Dr. San Diego, CA	1			X		X		X		
Inland	Martin Luther King Community Park	6353 Skyline Dr. San Diego, CA	2			X	X	X		X		Tu = Summer
	Montgomery Waller Rec. Center	3020 Coronado Ave. San Diego, CA	4		X	X		X		X		Su = Summer
Inland	Silverwing Neighborhood Park	3737 Arey Dr. San Diego, CA	2			X	X		X			
	South Bay Rec. Center	1885 Coronado Ave. San Diego, CA	2			X	X		X			

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	Penn Athletic Area	2555 Dust Dr. San Diego, CA	1			X				X		
Inland	Paradise Hills Rec. Center	6610 Potomac St. San Diego, CA	1			X		X		X		
Inland	Larsen Field	455 Sycamore Rd. San Diego, CA	2				X		X		X	
	San Ysidro Comm. Activity Center	179 Diza Rd. San Diego, CA	1				X	X		X		We = Summer
Inland	Skyline Rec. Center	8285 Skyline Dr. San Diego, CA	1			X		X		X		
Inland	Bay Terraces Comm.	7373 Tooma St. San Diego, CA	1			X		X		X		
Inland	Vista Terrace	301 Athey Ave. San Diego, CA	2				X		X		X	Sa = Summer
	Morley Field	2221 Morley Field Dr San Diego, CA	1			X	X		X		X	Locking, Metal & Bar-Type Lids Sa = Summer
Metro Pk	Pepper Grove	Balboa Park off Park Blvd San Diego, CA	3			X				X		Locking, Metal & Bar-Type Lids.
Metro Pk	Balboa Park Club	2150 Pan American Rd W San Diego, CA	2			X		X		X		Locking, Metal & Bar-Type Lids
	Municipal Gym BP	2111 W Pan American Rd San Diego, CA	1			X						Locking, Metal & Bar-Type Lids
Metro Pk	Recital Hall	Balboa Park 2130 Pan American Plaza San Diego, CA	1				X			X		Locking, Metal & Bar-Type Lids

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
Metro Pk	Federal Building	2132 Pan American Plaza Balboa Park San Diego, CA	2			X	X	X	X	X		Locking, Metal & Bar-Type Lids
Metro Pk	Marston Point	Balboa Park West Mesa area on Balboa Dr San Diego, CA	2			X		X		X		Locking, Metal & Bar-Type Lids
Metro Pk	6th Ave Children's Playground		2			X		X		X		Locking, Metal & Bar-Type Lids
Metro Pk	Balboa Drive / Nutmeg	near Balboa Drive / Nutmeg	2			X		X		X		Locking, Metal & Bar-Type Lids
	Serra Museum Lot	2727 Presidio Dr. San Diego, CA	2			X				X		Locking, Metal & Bar-Type Lids
	Presidio	2811 Jackson St. San Diego, CA	1				X			X		
Metro Pk	War Memorial Building	Balboa Park, San Diego, CA	1			X		X		X		Locking, Metal & Bar-Type Lids
Metro Pk	Spanish Village Lot	Balboa Park near 1770 Village Pl., San Diego, CA	1				X				X	Locking, Metal & Bar-Type Lids
Metro Pk	Mission Hills Park	1521 Washington Pl. San Diego, CA	1			X			X			Locking, Metal & Bar-Type Lids
Metro Pk	Balboa Park Nursery	2850 Pershing Dr. San Diego, CA	1					X				Locking, Metal & Bar-Type Lids
Metro Pk	Raven Street Facility	411 Raven St. San Diego, CA	1					X		X		
Metro Pk	Botanical Building	Balboa Park - Old Globe Wy., San Diego, CA	1				X		X	X		Locking, Metal & Bar-Type Lids

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	New Prado Theater	Balboa Park - Old Globe Wy., San Diego, CA	1				X		X		X	Locking, Metal & Bar-Type Lids
	Golden Hill Rec. Ctr.	2600 Golf Course Dr. San Diego, CA	2				X	X			X	
	Adams Rec. Ctr.	3491 Adams Ave. San Diego, CA	1			X		X		X	X	
P & R	North Park Rec. Ctr.	4044 Idaho St. San Diego, CA	2			X		X		X	X	
P & R	Mt. View	641 South Boundary St. San Diego, CA	1				X		X	X		
P & R	Mt. View - North	4014 Ocean View Blvd. San Diego, CA	1			X				X		
P & R	Henderson Sport Complex	1035 S. 45th St. San Diego, CA	3				X		X		X	
P & R	Encanto Comm. Park	6508 Wunderlin Ave. San Diego, CA	1			X	X	X		X		Tu = Summer
P & R	Memorial Comm. Park	2902 Marcy Ave. San Diego, CA	3			X	X	X		X		
	Southcrest Comm. Park	4199 Keller Ave. San Diego, CA	1			X		X		X		
P & R	City Heights Rec. Ctr.	4380 Landis St. San Diego, CA	1			X		X		X		
P & R	City Heights Pool	3495 Landis St. San Diego, CA	1			X		X		X		
	Hollywood Park	2301 Shamrock St. San Diego, CA	1			X				X		
	Cabrillo Heights Park	8308 Hurlbut St. San Diego, CA	1			X			X			

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	Rancho Mission Canyon Park	6005 Larchwood San Diego, CA	1			X				X		
	Allied Gardens Rec.	5155 Greenbrier Ave. San Diego, CA	1			X				X		
	Allied Gardens Lot	5155 Greenbrier Ave. San Diego, CA	2					X				
	San Carlos Rec.	6445 Lake Badin Ave. San Diego, CA	1		X	X		X		X		Su = Summer
	Colina Del Sol Rec.	5319 Orange Ave. San Diego, CA	3			X		X		X		
	Azalea Rec.	2596 Violet., San Diego, CA	1			X				X		
	Serra Mesa Rec.	9020 Village Glen, San Diego, CA	2			X				X		
	Tierrasanta Comm. Park	11220 Clairemont Mesa Blvd., San Diego, CA	1			X		X		X		
	Chollas Lake Comm. Park	6350 College Grove Dr., San Diego, CA	3			X		X		X	X	Sa = Summer
	Lake Murray Comm. Park	7051 Murray Park Dr., San Diego, CA	1			X		X		X		
	Torrey Pines Golf Course	11318 N Torrey Pines Rd., La Jolla, CA	2			X	X		X	X		
	Marian Bear Park	Off Regent Road - West End of Parking Lot	1			X			X			
	Mission Trails Visitor Center	One Father Junipero Serra Trail	1				X			X		
	Mira Mesa / Johnson Rec. Ctr.	8875 New Salem St. San Diego, CA	3			X			X		X	

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	Canyonside Rec. Ctr.	12350 Black Mtn. Rd., San Diego, CA	2			X		X	X	X	X	
	Standley	2585 Governor Dr., San Diego, CA	1			X		X		X	X	
	Nobel Athletic Area	8810 Judicial Dr., San Diego, CA	2				X			X		
	Doyle Rec.	8175 Regents Rd. San Diego, CA	2			X		X		X		
	Robb Field	2525 Bacon St. San Diego, CA	4			X		X		X		
	Breen	11103 Polaris Dr. San Diego, CA	1			X		X		X		
	Carmel Mtn. Ranch Park	101502 Rancho Carmel Dr., San Diego, CA	1			X				X		
	Penasquitos Skate Park	10029 Carmel Mtn. Rd., San Diego, CA	1			X			X			
	Carmel Valley Rec.	3777 Townsgate Dr. San Diego, CA	1				X			X		
	Hilltop Comm. Park	9711 Oviedo Wy., San Diego, CA	2			X		X		X	X	Sat = Summer
	Pershing Yard	2830 Pershing Dr., San Diego, CA	2				X			X		
	Downtown Enhancement	2125 Park Blvd., San Diego, CA										As Needed - On Call
	Activity Ctr.	2145 Park Blvd., San Diego, CA	1			X			X		X	Locking, Metal & Bar-Type Lids
	Alcazar Gardens Lot	Balboa Park Near House of Charm on Prado, San Diego, CA	1			X				X		Locking, Metal & Bar-Type Lids
	Central Ops Station	1970 B St Bldg 1351 San Diego, CA	1									As Needed - On Call Approx 4x/Year

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	Cabrillo Rec.	3051 Canon St., San Diego, CA	2			X		X		X		
	Kate O. Sessions Park	5155 Soledad Rd., San Diego, CA	2			X		X		X		
	La Jolla Rec.	615 Prospect St., La Jolla, CA	1			X		X		X		
	N. Clairemont Rec.	4421 Bannock Ave., San Diego, CA	2			X				X		
	E. Clairemont Athletic	3451 Mt Acadia Blvd., San Diego, CA	1			X			X			
	Mt. Acadia	3865 Mt Acadia Blvd., San Diego, CA	1			X			X			
	Mt. Etna	4741 Mt Etna Dr., San Diego, CA	1			X			X			
	Olive Grove Park	6075 Printwood Wy., San Diego, CA	1			X				X		
	Pacific Beach Rec.	1405 Diamond St., San Diego, CA	1			X		X		X		
	Cleator Comm. Park	2312 Famosa Blvd., San Diego, CA	1				X			X		
	Tecolote Comm. Park	4675 Tecolote Rd., San Diego, CA	2			X			X			
	Mt. Soledad Natural Park	W. Ardeth Rd and I-5 near La Jolla Scenic Dr., and Via Capri, La Jolla, CA	1				X			X		
	Murray Ridge	8651 Celestine Ave., San Diego, CA	1			X				X		
	S. Clairemont Rec.	3605 Clairemont Dr., San Diego, CA	1			X			X			
	Ocean Beach Comm. Park	4726 Santa Monica Ave., San Diego, CA	2				X			X		
	Ocean Beach Park - Brighton St / Dog Beach	Brighton & Spray Sts, (In the parking lot)	3		X	X		X		X		Before 9am In the parking lot.

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	Kearny Mesa Rec.	3170 Armstrong St., San Diego, CA	2				X				X	
	Lindbergh Park	4141 Ashford St., San Diego, CA	2				X		X			
	Linda Vista Rec.	7064 Levant St., San Diego, CA	2				X				X	
	Cadman Rec.	4280 Avanti Dr. San Diego, CA	1			X				X		
	Camino Ruiz	11498 Camino Ruiz San Diego, CA	2			X				X		
	Lopez Ridge	7245 Calle Cristobal San Diego, CA	2				X		X			
	Miramar Overlook Park	11417 Scripps Ranch Blvd., San Diego, CA	1			X				X		
	Scripps Ranch	11452 Blue Cypress Dr., San Diego, CA	1			X		X		X		
	Bud Kearns Pool	2229 Morley Field Dr., San Diego, CA	1						X			
WATER	Alvarado Filtration Plant	5540 Kiowa Dr., La Mesa, CA	3				X		X			
WATER	Alvarado Soils Lab	Kiowa Dr., La Mesa, CA	2			X		X		X		
WATER	Alvarado Water LAB	5530 Kiowa Dr., La Mesa, CA	1				X		X			
WATER	Chollas Yard	2797 Caminito Chollas San Diego, CA	4				X		X			
WATER	San Vicente Yard	12375 Moreno Ave., Lakeside, CA	2				X		X			
WATER	Miramar Plant	10710 Scripps Lake Dr., San Diego, CA	1					X	X			
WATER	Otay Filtration Plant	1500 Wueste Rd., Chula Vista, CA	1				X					

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
WATER	Water Quality Lab	5530 Kiowa Dr., La Mesa, CA	2			X	X	X		X		
WATER	El Capitan Reservoir	16852 El Monte Rd. Lakeside, CA	3			X						
WATER	Barrett	2417 Barrett Lakes Rd. Dulzura, CA	1				X					
WATER	Hodges Reservoir	20102 Lake Dr., Escondido, CA	3				X					
WATER	Miramar Reservoir	10710 Scripps Lake Dr., San Diego, CA	4					X				
WATER	Murray Reservoir	5540 Kiowa Dr., La Mesa, CA	4				X					
WATER	Otay Reservoir	1500 Wueste Rd., Chula Vista, CA	3				X					
WATER	Sutherland Reservoir	22850 Sutherland Dam Rd., Ramona, CA	1			X						
WATER	Employees Training & Dev. Center	5510 Kiowa Dr., La Mesa, CA	1				X		X			
FIRE	Fire Dept/Repair Facility	3870 Kearny Villa Rd., San Diego, CA	3			X			X			
FIRE	Fire Comm. Center	3750 Kearny Villa Rd., San Diego, CA	2			X			X			
FIRE	Fire Station #20	3305 Kemper Blvd., San Diego, CA	1					X				
FIRE	Fire Station #35	4285 Eastgate Mall, San Diego, CA	1					X				
FIRE	Fire Training Facility	1222 First Ave., San Diego, CA	2			X						
FIRE	NTC		2			X						

ATTACHMENT C – RECYCLING COLLECTION SERVICES

SECTION A: ENVIRONMENTAL SERVICES RECYCLING BINS & LOCATIONS

Dept. /Div.		Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
				3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
1.	P & R	Adams Rec Center	3491 Adams Ave.	1			x		x		x		
2.	P & R	Allied Gardens Rec Center	5155 Greenbrier Ave.	1				x					
3.	P & R	Azalea Rec Center	2596 Violet Ave.	1				x					
4.	P & R	Belmonte Park	3000 Mission Blvd.	1			x			x			
5.	P & R	Bonita Cove West	1100 W. Mission Bay Dr.	2			x		x		x		
6.	P & R	Cadman Rec Center	4280 Avanti Dr.	1				x					
7.	P & R	Canyonside Rec Center	12350 Black Mtn. Rd.	2				x					
8.	P & R	Carmel Mtn. Ranch Rec Center	101502 Rancho Carmel Dr.	6			x		x		x		
9.	P & R	Chollas Lake Community Park	6350 College Grove Dr.	2			x			x			
10.	P & R	Colina Del Sol Rec Center	5319 Orange Ave.	1				x					
11.	P & R	Doyle Community Rec Center	8175 Regents Rd.	5			x		x		x		
12.	P & R	El Carmel Point	El Carmel Plc.	2			x		x		x		
13.	P & R	Golden Hill Rec Center	2600 Golf Course Dr.	1				x		x			

Dept./Div.		Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
				3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
14.	P & R	Kearny Mesa Rec Center	3170 Armstrong St.	1						x			
15.	P & R	La Jolla Rec Center	615 Prospect St.	2				x		x			
16.	P & R	La Jolla Shores	8300 La Vereda	1						x			
17.	P & R	Linda Vista Rec Center	7064 Levant St.	1						x			
18.	P & R	Mira Mesa Rec Center	8875 New Salem St.	3			x		x		x		
19.	P & R	Mission Point	2600 Bayside Ln.	1				x		x			
20.	P & R	Mission Trails Regional Parks	1 Father Junipero Serra Trail	2				x					
21.	P & R	Montgomery Waller Rec Center	3020 Coronado Ave.	2				x		x			
22.	P & R	Morley Field Sports Complex	2221 Morley Field Dr.	1			x				x		
23.	P & R	N. Clairemont Rec Center	4421 Bannock Ave.	1				x		x			
24.	P & R	North Park Rec Center	4044 Idaho St.	3			x		x		x		
25.	P & R	Ocean Beach Rec Center	4726 Santa Monica Ave.	2				x					
26.	P & R	Pacific Beach Rec Center	1405 Diamond Ave.	2			x		x		x		

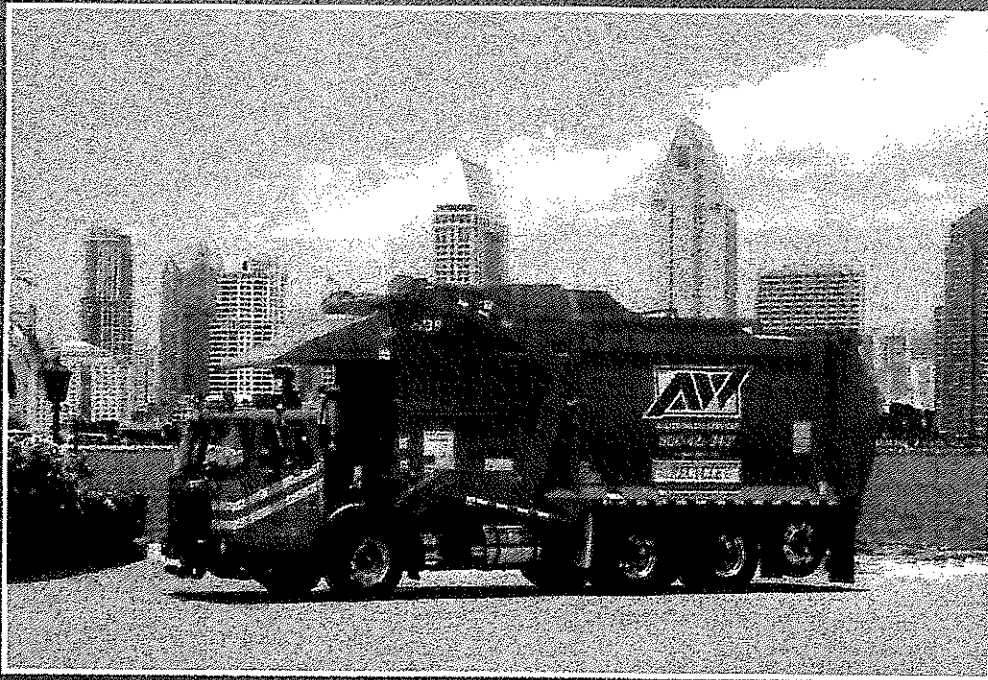
Dept./Div.		Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
				3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
27.	P & R	Penn Athletic Field	2555 Dust Dr.	1						x			
28.	P & R	Presidio Rec Center	2811 Jackson St.	2									
29.	P & R	Rancho Bernardo Rec Center	18045 W. Bernardo Way	3			x				x		
30.	P & R	Rancho Mission Canyon Park	6005 Larchwood Way	2				x					
31.	P & R	Robb Athletic Field	2525 Bacon St.	2				x					
32.	P & R	San Carlos Rec Center	6445 Lake Badin Ave.	1				x					
33.	P & R	San Ysidro Senior Center	125 East Park Ave.	1						x			
34.	P & R	Santa Clara Rec Center	1008 Santa Clara Plc.	3			x		x		x		
35.	P & R	Serra Mesa Rec Center	9020 Village Glen Ave.	1					x				
36.	P & R	South Bay Rec Center	1885 Coronado Ave.	2				x		x			
37.	P & R	South Mission	2587 Ocean Blvd.	1			x			x			
38.	P & R	Southcrest Rec Center	4149 Newton Ave.	1									On Call
39.	P & R	Standley Rec Center	2585 Governor Dr.	3			x		x		x		
40.	P & R	Stockton Rec Center	330 32 nd St.	1									On Call
41.	P & R	Telecote Rec Center	4675 Telecote Rd.	1					x				

Dept./Div.		Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
				3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
44.	Field Engineering	Field Engineering Div & Field Engineering Lab	9485 & 9481 Aero Dr.	1					x				
42.	P & R	Tierrasanta Community Council	11220 Clairemont Mesa Blvd.	2			x				x		
43.	P & R	Tierrasanta Rec	11220 Clairemont Mesa	1			x		x		x		
45.	Metro Pk	Balboa Nursery	2850 Pershing Dr.	1									On Call
46.	Various	C.A.B	202 C St.	3						x			
47.	Various	Chollas Ops.	2781 Caminito Chollas	5						x			
48.	Development Services	Development Services Center	1222 1 st Ave	1						x			
49.	ESD	Ridgehaven	9601 Ridgehaven Ct.		1								2x week - days of service not specified
50.	LIB	Central Library	820 E St.	1		x	x	x	x	x	x		
51.	Lifeguard Services	Lifeguard Headquarters	2581 Quivira Ct.	1							x		
52.	PD	Northern	4275 Eastgate Mail	1									On Cal
53.	PD	Traffic	9265 Aero Dr.	1									On Call
54.	PD	Western	5215 Gaines St.	1									On Call
55.	Various	20 th & B St.	20 th & B St.		1		x						
56.	Balboa Park Admin	Balboa Park	2125 Park Blvd.	1							x		

ATTACHMENT C - SECTION B: CURRENT CONTRACTOR RECYCLING BINS & LOCATIONS

Dept./Div.	Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
			3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
Metro Pk	Raven St. Facility	411 Raven St.	1									2x week – service days not specified
Metro Pk	Balboa Park Club	Balboa Park	1									1x week – service day not specified
Lakes	Hodges Reservoir	20102 Lake Dr. Escondido, Ca	1									1x week – service days not specified
Lakes	Miramar Reservoir	10710 Scripps Lake Dr.	1									1x week – service days not specified
Lakes	Lake Murray	5540 Kiowa Dr.	1									1x week – service days not specified
Lakes	Olay Reservoir	1500 Wueste Rd.	3									1x week – service days not specified
Water	Alvarado Water Production Plant	5530 Kiowa Dr.	1									2x week – service days not specified
Training	Employee Training & Dev. Center	5510 Kiowa Dr.	1									1x week – service days not specified
Water	San Pasqual Water Production	14103 Highland Valley Rd.	1									1x week – service days not specified
Police	Central Police Station	1401 Broadway	1									3x week – service days not specified
Police	Mid City Police Station	4310 Landis	1									1x week – not specified

Dept./Div.	Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
			3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
Police	Southern Police Station	1120 27 th St.	1									1x week – service day not specified
Police	South Eastern Station	Skyline Dr & Sychar	1									1x week – not specified
Police	North Eastern Station	13396 Salmon River Rd.	1									1x week – service day not specified
Police	Central Police Facility	2501 Imperial Ave	1									1x week – service day not specified
Fire	Fire Dept. Repair Facility	3870 Kearny Villa Rd.	2									2x week – service day not specified
FIRE	Fire Comm. Center	3750 Kearny Villa Rd., San Diego, CA	2									2x week – service day not specified
Library	Rancho Bernardo Library	17110 Bernardo Center Dr.		1								2x week – service days not specified
P&R	City Heights Rec Center	4380 Landis St.	1									1x week – service day not specified



BID NO.
9678-10-V

ALLIED WASTE

1364 CLAREMONT AVE. S.W.
SAN DIEGO, CA 92111
PHONE 619-421-9400 FAX 619-421-0841



November 9, 2009

City of San Diego
Purchasing & Contracting Department
Attention: Leslie Valdez
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

RE: City of San Diego RFB Bid No. 9678-10-V, Furnish the City of San Diego with Refuse and Recyclable Collection Services.

Dear Ms. Valdez,

Attached for the City's consideration is Allied Waste Systems of San Diego's response to furnish the City of San Diego with collection services as specified in RFB No. 9678-10-V.

Allied Waste Systems is honored to have the opportunity to bid on these services. We are confident that, if awarded, the City will find that teaming up with Allied Waste is a great way to make strides towards an enhanced waste and recycling program.

If awarded, we would like to offer the following additional services:

- ***Comprehensive Waste Audit***

Upon award, we will complete a comprehensive waste audit at all service locations. The waste audit will be provided free of charge. In reviewing the bid request and the attached service schedule, it is evident that fluctuating service levels have created some discrepancies. Our waste audit will ensure service levels are accurately reflected at all locations and provide the city with a tool for monitoring service levels. The waste audit will not only evaluate the level of trash being serviced to ensure the City is not paying for unnecessary services, but it will also reveal additional recycling opportunities. Anywhere additional services could be converted to recycling there will be a benefit to the environment and the City. Allied Waste will prepare a detailed analysis of our recommendations to be implemented only at the direction of the City.

- ***Recycling Education & Kick-off***

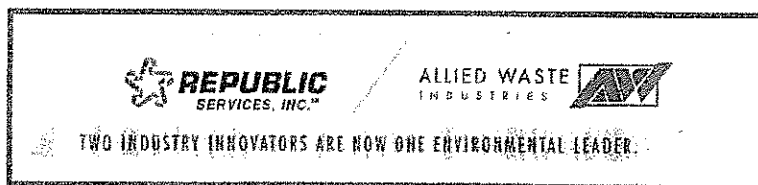
In order to revitalize and build upon the City's existing recycling efforts, we would like to offer recycling education for current service locations and any locations exploring the addition of recycling services. Kick-off



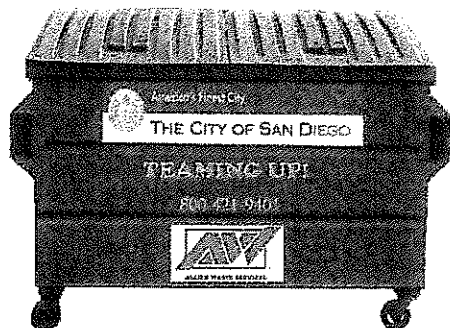
events will include Allied Waste staff, educational materials, and a question and answer session.

- *"Teaming Up" Philosophy*

Allied Waste is an avid supporter of the communities we service and believe in teaming up with those we serve to promote their facilities, programs and goals. When large venues are served, it is a terrific opportunity to promote the venue and the "Teaming Up" philosophy. Allied Waste was recently awarded service at The Dallas Cowboy's Stadium, so we are familiar with the service and marketing efforts needed to support Qualcomm Stadium. With respect to the dumpsters placed at Qualcomm Stadium, we would like to offer bin graphics that display both the City of San Diego and Allied Waste logos. This could also include the Chargers' logo at the City's election.



Example of Dallas Cowboy Graphics



Please do not hesitate to contact me if you have any questions and we sincerely hope to be working on your behalf in the future.

Sincerely,

Scott A. Miller
Area Sales Manager
Allied Waste Systems, Inc.



CITY OF SAN DIEGO
PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 9678-10-V

REQUEST FOR BID
ADDENDUM A

Closing Date: November 9, 2009
@ 3:00 pm P.T.

Subject: Furnish the City of San Diego with Refuse and Recyclable Collection Services

Timeline: As may be required for a period of two (2) years from date of award, with options to renew for three (3) additional one (1) year periods, in accordance with the attached specifications.

Company Allied Waste Systems, Inc. Name Scott Miller
Federal Tax I.D. No. 31-2750252 (PRINT OR TYPE)
Street Address 8364 Clairemont Mesa Blvd. Signature* [Signature]
City San Diego Title Area Sales Manager
State CA Zip Code 92111 Date 11/9/09
Tel. No. 858-637-5609 Fax No. 858-278-7528 *Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.
E-Mail smiller2@republicservices.com
If your firm is not located in California, are you authorized to collect California sales tax? Yes No SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.
If Yes, under what Permit # _____ Cash discount terms _____ % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]
City of San Diego Business Tax License #: E1997007868

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

- 1) Bid must be submitted on official City bid forms.
- 2) All information on this Request for Bid cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) All bidders must complete and submit the Vendor Registration Form with their bid.
- 5) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

LESLIE VALDEZ, CPPB/muw, Procurement Specialist

Phone: (619) 236-7090

Fax: (619) 533-3238

E-mail: LValdez@sandiego.gov

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I. PRICING PAGE

Pricing submitted below shall be for Year 1 and Year 2 of the initial two (2) contract term (except for F and G).

A. SECTION 1 - REFUSE COLLECTION (NON-HOLIDAYS)

Item No.	Estimated Annual Qty. of Lifts	Description	Price Per Lift	Extension
1.	25,480	3 Cubic Yard Container	\$ 10.02	\$ 255,309.60
2.	12	4 Cubic Yard Container	\$ 13.36	\$ 160.32
3.	12,000	Qualcomm Stadium 3 Cubic Yard Container	\$ 11.79	\$ 141,480.00
TOTAL SECTION 1:				\$ 396,949.92

B. SECTION 2 - HOLIDAY REFUSE COLLECTION

Item No.	Estimated Annual Qty.	Description	Price Per Lift	Extension
1.	12	3 Cubic Yard Container	\$ 10.02	\$ 120.24
2.	12	4 Cubic Yard Container	\$ 13.36	\$ 160.32
3.	500	Qualcomm Stadium 3 Cubic Yard Container (as specified in Specifications)	\$ 11.79	\$ 5,895.00
TOTAL SECTION 2:				\$ 6,175.56

C. SECTION 3 - EMERGENCY CALL REFUSE COLLECTION (NON-HOLIDAYS)

Item No.	Estimated Annual Qty.	Description	Price Per Lift	Extension
1.	12	3 Cubic Yard Container	\$ 10.02	\$ 120.24
2.	12	4 Cubic Yard Container	\$ 13.36	\$ 160.32
TOTAL SECTION 3:				\$ 280.56

D. SECTION 4 - CONTAINERS

Item No.	Description	Price
1.	Container exchange due to fire, vandalism, etc. does not include exchange for routine maintenance (washing, painting, etc.)	\$ 75.00 per Exchange
2.	Repair of complete lid when damage not due to normal wear and tear.	\$ 40.00 per Repair
3.	Repair of small lid when damage not due to normal wear and tear.	\$ 40.00 per Repair
4.	Replacement of missing lid.	\$ 40.00 per Replacement
TOTAL SECTION 4:		\$ 195.00
TOTAL SECTIONS 1-4:		\$ 403,601.04

E. SECTION 5 - RECYCLABLE MATERIALS COLLECTION (HOLIDAYS)

Item No.	Estimated Annual Qty.	Description	Price Per Lift	Extension
1.	12	3 Cubic Yard Container	\$ 7.50	\$ 90.00
2.	12	4 Cubic Yard Container	\$ 7.50	\$ 90.00
TOTAL SECTION 5:				\$ 180.00

F. SECTION 6 - RECYCLABLE MATERIALS COLLECTION (NON-HOLIDAYS) YEAR ONE (1) (REFERENCE SECTION III.J)

Item No.	Estimated Annual Qty.	Description	Price Per Lift	Extension
1.	7,500	3 Cubic Yard Container	\$ 4.24	\$ 31,771.98
2.	1,600	4 Cubic Yard Container	\$ 4.24	\$ 6,784.00
TOTAL SECTIONS 6:				\$ 38,555.98

G. SECTION 7 – RECYCLABLE MATERIALS COLLECTION (NON-HOLIDAYS) YEARS 2, 3, 4, & 5

Item No.	Estimated Annual Qty.	Description	Price Per Lift	Extension
1.	7,500	3 Cubic Yard Container	\$ 7.50	\$ 56,520.00
2.	1,600	4 Cubic Yard Container	\$ 7.50	\$ 12,000.00
TOTAL SECTIONS 5-7:				\$ 107,255.98
TOTAL BID SECTIONS 1-7:				\$ 510,857.02

NOTE: PRICING FOR RECYCLABLE COLLECTION SERVICES

Recycling services provided by Contractor to the City shall be up to half the price per lift compared to the price for refuse collection service in order to encourage the procurement of recycling services to the maximum extent feasible.

II. SPECIFIC PROVISIONS

A. QUESTIONS AND COMMENTS

Questions and comments regarding this bid must be submitted in writing to City of San Diego, Purchasing & Contracting Department, ATTN: Leslie Valdez, CPPB, 1200 Third Avenue, Suite 200, San Diego, CA 92101; or by fax to (619) 533-3238; or by e-mail to LValdez@sandiego.gov, no later than 5:00 p.m. on Friday, October 16, 2009.

B. AWARD

This bid shall be awarded as a lot or as may be in the best interest of the City.

C. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing & Contracting Department, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and closing date/time must be referenced on the outside of the envelope (lower left corner). Bids must be received by the Purchasing & Contracting Department Reception Desk prior to bid closing at 3:00 p.m. on bid closing date. Faxed bids will not be accepted.

The original and one (1) copy of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid shall be cause for the bid to be rejected as non-responsive.

- a. Bidder's References (as specified in Section II, paragraph F).
- b. Bidder's Statement of Subcontractors (as specified in Section II, paragraph F).
- c. Bidder's Statement of Available Equipment (as specified in Section II, paragraph F).
- d. Bidder's Statement of Financial Responsibility (as specified in Section II, paragraph F).
- e. Vendor Registration (use form in Forms section).
- f. Contractor Standards Pledge of Compliance (use form in Forms section).
- g. Drug-Free Workplace (use form in Forms Section).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance Requirements as specified in Section II, paragraph E, if not currently on file.
- b. Taxpayer Identification Number (W-9) as specified in City of San Diego General Provisions, Section C, paragraph 15, if not currently on file.
- c. Business Tax License as specified in Section II, paragraph H, if not currently on file.

D. OPTION TO RENEW

After the initial two (2) year contract period, the City reserves the option to renew the contract up to three (3) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days of the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

The City will not grant an option, if the Contractor requests a price increase which exceeds the average percentage variant for the previous twelve months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the bidder must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City and the City reserves the right to accept or reject such request.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

E. INSURANCE REQUIREMENTS

Insurance - Contractor shall not begin any work under Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

Commercial General Liability. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$ 1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Pollution Liability. For a minimum of one million dollars combined single limit (\$1,000,000.00 CSL). Such policy shall show proof of coverage for pollution liability associated with the collection and disposal of hazardous wastes. The City of San Diego must be named as an additional insured on the certificate.

Deductibles. All deductibles on any policy shall be the responsibility of the Contractor and shall be disclosed to the City at the time the evidence of insurance is provided.

Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Contractor.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

Reservation of Rights. The City reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Contractor for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

Additional Insurance. The Contractor may obtain additional insurance not required by this Agreement.

Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

F. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form in Forms section).
2. Bidder's Statement of Subcontractors (use form in Forms section).
3. Bidder's Statement of Available Equipment (use form in Forms section).
4. Bidder's Statement of Financial Responsibility (use form in Forms section).

G. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated January 3, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid.

H. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

I. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Bidders are required to complete the Contractor Standards Pledge of Compliance included in this Request for Bid (use form in Forms section). The Contractor Standards are available online at www.sandiego.gov/purchasing/vendor/index.shtml or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

J. LIVING WAGE

Effective January 1, 2010, any contract awarded from this solicitation is subject to the City of San Diego's Living Wage Ordinance [LWO], Chapter 2, Article 2, Division 42 of the San Diego Municipal Code [SDMC]. Provisions of the LWO include requirements for Contractors and subcontractors to pay specified rates and provide compensated and uncompensated days off for covered employees. Full text of the LWO and Rules Implementing the Living Wage Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Living Wage Program at (619) 236-6682.

LWO wage and health benefit rates are adjusted annually in accordance with SDMC §22,220(b) to reflect the Consumer Price Index. Any contract awarded from this solicitation must include this upward adjustment of pay rates to covered employees on July 1 of each year.

K. EXPECTATIONS OF ETHICAL BUSINESS CONDUCT

The City's Expectations of Ethical Business Conduct requirements are incorporated into this bid and any resulting contract (reference Attachment A).

III. SPECIFICATIONS

A. SCOPE OF WORK

The work to be performed under this contract shall consist of furnishing all labor, material, equipment (except for recycling containers that will be included as noted in Section III, paragraph J), and services required for the removal and disposal of trash from various locations and at various pick-up frequencies as required by the City in accordance with the specifications of this Request for Bid.

B. TRASH REMOVAL - SERVICE REQUIREMENTS

Containers shall be serviced at various sites with various designated pick-up frequencies throughout the City as indicated by the Contract Administrator or designee. For evaluation purposes, an overview of various sites and pick-up needs are provided as Attachment B. Provided as Attachment C is an overview of various sites and known pick-up needs for Recyclable Collection. Standard services days are defined as services required to be performed Sunday through Saturday, each week, excluding holidays.

Frequency of pick-up and number of containers may be adjusted at the discretion of the City via a five (5) calendar day verbal notification to the Contractor's representative.

Pick-up days shall be approved by the City. Time of pick-up shall be scheduled as early as possible in the morning in the areas of high usage, or as specified by the City Contract Administrator or designee.

The Contractor shall dump each container on each scheduled service day regardless of the amount of refuse present in the container.

The Contractor may withhold dumping any container which contains refuse of a type or in a condition that would constitute a hazard to personnel or equipment if dumped. The Contractor shall notify the Contract Administrator or designee immediately if a container is found in a hazardous condition, reporting the number and location of the unit (refer to Section III, paragraph G - Hazardous Waste Disposal Procedures).

The Contractor shall ensure that all container lids are in the closed position following pick-up.

C. QUALCOMM STADIUM TRASH REMOVAL – SERVICE REQUIREMENTS

Containers located at Qualcomm Stadium shall be serviced on an on-call basis dependent upon event schedule. Due to the nature of events occurring at Qualcomm Stadium, Contractor shall be able to perform services each day of the weekend, including Friday, Saturday and Sunday evenings as well as holidays including Thanksgiving, Christmas Eve, Christmas and New Years Day. Before, during and after events including San Diego Charger football games, San Diego State University football games, Bowl games and other major events, contractor must provide an on-site truck and driver to service three (3) cubic yard bins as needed during preparation for the event, during the event and cleanup after the event. During multiple event weekends, contractor must be prepared to provide service both Saturday and Sunday early mornings, late evenings and through the night to ensure that all trash is removed from the site after the event(s).

The City will provide the Contractor a list of scheduled events for the year no later than May 1st of each calendar year. The list is subject to change. In the event of a schedule change, the City will provide Contractor a minimum of forty-eight (48) hours notice for any service needs.

Qualcomm Stadium will have an on-site point of contact authorized to make service changes and requests. Contract Administrator or designee will provide Contractor with contact information.

D. HOLIDAY SERVICES

Contractor shall provide holiday services on an as-needed basis at the request of the Contract Administrator(s). Contract Administrator(s) shall provide Contractor with verbal or fax notification within five (5) calendar days of the required holiday service.

E. TRANSITION TO NEW SERVICE PROVIDER (IF APPLICABLE)

At the beginning of this agreement and following its expiration, Contractor will take direction from and cooperate with the City and subsequent Contractor to assure a smooth transition of services with minimal disruption to services. Such cooperation shall include but not be limited to phasing the removal of containers in accordance with arrangements established by the City and incoming Contractor and provide adequate labor and equipment to complete performance of all collection services required under this contract.

F. EMERGENCY CALLS

The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the Contract Administrator(s) shall be referred to the Contractor for immediate disposition. Non-holiday rates shall apply for non-holiday emergency requests.

G. HAZARDOUS WASTE DISPOSAL PROCEDURES

In all areas covered by this contract, the Contractor and/or Contractor's subordinate staff, upon finding illegally dumped debris which might reasonably be considered hazardous to the health and/or safety of Contractor's staff, the public, the landscape environment and/or adjacent properties, shall adhere to the following procedures:

1. Cordon off the area where the material has been found, to the extent possible.
2. Immediately call 911 (Fire Department) and provide all relevant information possible.
 - a. Finder's name and company;
 - b. Specific location of material;
 - c. Try to determine:
 - (1) Number, size, and types of containers
 - (2) Description of labels
 - (3) Spillage to soil, pavement, water
 - (4) Description: solid, liquid, color
 - (5) Any danger to public
3. Inform the appropriate supervisor as soon as possible, as well as the City.
4. Remain at site until the Fire Department arrives.
5. Do not move, touch, or sniff any of the material.

H. CONTAINERS

The Contractor shall supply three (3)-cubic yard capacity metal containers as noted in this bid, unless otherwise specified. Containers shall be of a design compatible with the trash and recycling removal equipment utilized in providing this service, and of a construction commonly used in commercial/industrial trash and recycling removal. All containers shall be equipped with close-fitting lids, be leak-proof and rodent-proof, and have rubber tired wheels unless otherwise specifically requested by the site Contract Administrator(s). All container lids must be extremely durable, stand up to extreme temperatures and harsh environmental conditions without bloating, splitting or cracking. Locking lids shall be provided upon request at no additional charge. The recycling containers shall have slant lids with restricted opening slot for cardboard and an eight and one-half inch (8-1/2") circular opening for disposal of other recyclable materials.

Contractor shall maintain all of its containers used for providing services under this contract in a safe, neat, clean and operable condition at all times.

All containers shall be clearly identified as a trash or recyclable materials container, and shall display the name and telephone number of the Contractor in clear and legible lettering. All containers must have a graffiti proof coating. All containers used to collect and store recyclables shall display a list of the recyclable materials which may be deposited into the containers.

I. CONTAINERS AT QUALCOMM STADIUM

The Contractor shall supply three (3)-cubic yard capacity metal containers as noted in this bid, unless otherwise specified. Containers shall be of a design compatible with the trash and recycling removal equipment utilized in providing this service, and of a construction commonly used in commercial/industrial trash and recycling removal. All containers shall be equipped with close-fitting lids, be leak-proof and rodent-proof, and will have rubber tired wheels unless otherwise specifically requested by the Contract Administrator or designee. All container lids must be extremely durable, stand up to extreme temperatures and harsh environmental conditions without bloating, splitting or cracking. Locking lids shall be provided upon request at no additional charge.

Twenty-five (25) of the total one hundred and fifty (150) three (3) cubic yard bins shall be equipped with wheels for the interior of the stadium. The remaining one hundred and twenty-five (125) three (3) cubic yard bins shall not have wheels and will be used for stationary placement throughout the parking lot.

Beginning August through the end of February of each calendar year, one hundred and fifty (150) bins must be onsite for use by the stadium and its events. At the end of each February approximately one hundred (100) of the stationary bins shall be removed for the months of March through the end of July.

The City may provide educational decals for each three (3) cubic yard bin that contractor shall affix, emphasizing the use of the bin for trash in order to eliminate storm water pollution. Additional decals will be provided to Contractor to affix should the bin be switched out.

J. TRANSFER OF RECYCLING CONTAINERS TO CONTRACTOR

Contractor shall take over the servicing and ownership of any and all three (3) or four (4) cubic yard recycling bins, in as-is condition, where-is, at various Park and Recreation and other City Facilities that are currently owned and serviced by the Environmental Services Department. The Contractor will service bins where they are currently located. Removal of any of these bins in the future will be at Contractor's sole expense. The City will notify the Contractor by phone, email or fax to request bin removal. The Contractor shall have five (5) calendar days from the date of notice from the City to remove bin(s). The total number of bins in the field currently serviced by the Environmental Services Department equals ninety-five (95) bins at fifty-six (56) different locations. Approximately ninety-three (93) are three (3) cubic yard bins and the remaining two (2) are four (4) cubic yard bins. Locations and number of bins at each site can be found in Attachment C - Section A.

Contractor shall also take ownership of the remaining bins in inventory as-is. There are a total of seven (7) bins in inventory; six (6) three (3) cubic yard bins and one (1) four (4) cubic yard bin. The Contractor shall have thirty (30) calendar days from award of contract to contact the Field Operations Division and pick up the seven (7) recycling bins kept in inventory from the City's Field Operations Division.

- Roger Wammack
Field Operations Division
5180 Convoy Street
San Diego, CA
(858) 492-6012

The value of the transfer shall be reflected in the price per lift for recycling for the first year. See Section 6 of the pricing page.

K. CONTAINER PLACEMENT

The City shall designate a specific site at each location for each container. The Contractor shall exercise care to ensure that each container is returned to its designated site after each dumping. The Contractor shall place containers in a manner that does not interfere with legal parking or use of the facilities. The Contractor shall not place containers on lawns or in shrub beds.

L. EXAMINATION OF THE SITE

Each bidder shall visit the sites of the proposed work to become fully acquainted with the conditions and difficulties attending the performance of the contract. No additional compensation or relief from any obligations of the contract will be granted because of a lack of knowledge of the sites or conditions under which the work will be accomplished.

M. CONTAINER & SIGNAGE MAINTENANCE

The Contractor shall be responsible for all maintenance, cleaning, repair, and replacement of the containers. The containers shall be maintained in a condition which does not detract from the use and/or appearance of the surrounding area. The City will be sole judge of the adequacy of the container maintenance. Upon verbal notice from the City, the Contractor shall have five (5) calendar days to remove and replace containers considered to be in unsuitable condition or to correct minor deficiencies in container maintenance.

The Contractor shall provide and affix signage that defines what materials should be included in the single-stream recycling bins using graphics depicting accepted material in English and Spanish. Signs shall be no less than twelve (12) by eighteen (18) inches in size. Contractor shall also provide and affix separate signage that clearly states "Recycling Only" in English and Spanish and "Garbage Only" in English and Spanish. These signs shall be ten (10) by twelve (12) inches in size. Both of these signs shall be placed on both of the sides and the front of the appropriate bin.

N. CONTAINER MAINTENANCE – QUALCOMM STADIUM

The contractor shall be responsible for all maintenance, cleaning, graffiti removal, repair and replacement of all containers. The containers shall be maintained in a condition which does not detract from the use and/or appearance of the surrounding area. Containers will be painted as necessary to maintain uniform color throughout stadium. The City will be the sole judge of the adequacy of the container maintenance. Upon verbal notice from the City, contractor shall have (2) calendar days to remove and replace containers considered to be in an unsuitable condition or to correct minor deficiencies in container maintenance. Contractor shall provide and affix "Garbage Only" signage in English and Spanish to all bins located at the stadium. The signs shall be ten (10) by twelve (12) inches in size and must be affixed to both of the sides and the front of each bin.

In addition, Contractor shall fully sanitize all containers one (1) time per calendar year.

O. RESPONSIBILITY TO WORK

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence of said Contractor or Contractor's employees in connection with the performance of this work.

P. PERSONNEL

The Contractor shall furnish sufficient supervisory and working personnel capable of accomplishing, to the satisfaction of the Contract Administrator, all work required under this contract. All such personnel shall be physically able to do their assigned work. The Contractor and Contractor's employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible annoyance to the public and staff. Employees shall be fully clothed in suitable uniform attire with a company identifying marker (personnel fully clothed and wearing a safety vest with the company identification on the back will be considered suitably attired). The Contract Administrator(s) may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable whose continued employment on the job is considered to be contrary to the best interests of the City of San Diego.

Q. CONTACT REQUIREMENT

The Contractor shall maintain a contact requirement with a competent company representative who can be reached during normal working hours and who is authorized to discuss matters pertaining to this contract with the Contract Administrator. A local office is one that can be reached by telephone without a toll charge. An answering service in conjunction with a pager for the designated company representative would fulfill this requirement, provided that all calls from the Contract Administrator(s) are returned within one (1) hour period. A mobile telephone shall not fulfill the requirement for a local office.

R. FAILURE TO PERFORM SATISFACTORILY

It is agreed and understood that if the Contractor fails to perform the service as specified herein, the City will pay only for the amount of services received as determined by the Department, with an appropriate downward adjustment in the contract price. Pick-up services not performed as scheduled may be justification for a billing adjustment in the month following the occurrence. Billing adjustments for service(s) not received shall be the permanent retention of one hundred percent (100%) of the estimated cost of the service(s) not received.

S. PAYMENT

In order to receive payment, the Contractor shall submit, on or before the tenth (10th) of the month, a statement, in duplicate, for services for the preceding month to the respective Division at the address provided on the Purchase Order. Deductions for services not performed in accordance with these specifications will be based on unit prices submitted. Contractor shall submit an itemized bill listing each location, number of containers at that location, and frequency of pick-up.

T. INCREASED LANDFILL FEES

In the event current fees are increased and/or new fees or charges established for the use of the City or County solid waste disposal facilities, the Contractor will be allowed to propose new contract pricing to proportionately pass on the fee increases. The Contractor shall provide documentation acceptable to the City of costs incurred due to increased disposal fees. The City may, at its option, accept the new proposed contract pricing or terminate the balance of the contract.

U. QUANTITIES (SITES AND SERVICE FREQUENCIES)

Quantities of the sites to be serviced and service frequency requirements ("service requirements") on the Pricing Pages and Attachment B and Attachment C are estimates only and subject to change. The City reserves the right to alter its service requirements at any time during the contract period. This may include increasing or decreasing the number of containers, sites, or frequency of pick-up. Payment for additions or reductions in service will be based upon unit prices submitted with this bid.

V. REPORTING REQUIREMENTS

Contractor shall provide a quarterly report to the Contract Administrator indicating current service levels provided by location at the end of each quarter. The report shall be made available to the Contract Administrator within 15 calendar days of the end of the preceding quarter. The report shall be submitted in Microsoft Excel (Version 6.0 or higher) format, and shall include all trash and recycling services (if applicable) provided at each City location and shall include scheduled day(s) of service for each service at each location.

The Contract Administrator shall be granted access to ride along on City selected routes to confirm service levels, if requested. The Contract Administrator shall provide Contractor with a minimum three (3) calendar notice to ride along on designated routes, either in writing or orally.

IV. FORMS

BIDDER'S REFERENCES

The Bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the Bidder.

REFERENCES

Company Name: San Diego Zoo Contact Name: Mike Williams
Address: 3391 Richmond St. Phone Number: 619-557-3907
San Diego, CA Fax Number: 619-557-3980
Dollar Value of Contract: \$ 180k/year Contract Dates: 7/2005-currently in ext.
Requirements of Contract: Waste hauling tailored to the unique needs of both
the San Diego Zoo and Wild Animal Park. Service adapted for
seasonality.

Company Name: Chula Vista Elementary Contact Name: Debbie Allen
Address: 84 East J Street Phone Number: 619-425-9600 x 1481
Chula Vista, CA Fax Number: 619-426-7981
Dollar Value of Contract: \$ 204k/year Contract Dates: 7/2008-current
Requirements of Contract: Provide comprehensive waste and recycling services
for all schools in the school district.

Company Name: UCSD Contact Name: Alonso Noble
Address: 9500 Gilman Drive Phone Number: 858-567-2051
San Diego, CA Fax Number: 858-822-4397
Dollar Value of Contract: \$ 700k/year Contract Dates: 6/2003-current
Requirements of Contract: Provide commercial and industrial waste and
recycling services to all facilities on campus.

BIDDER'S STATEMENT OF SUBCONTRACTORS

The Bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of bid. NOTE: Add additional pages if necessary.

Company Name: None Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar amount of sub-contract: \$ _____ Contract Dates: _____
Contractor's License #: _____
Requirements of contract: _____
What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar amount of sub-contract: \$ _____ Contract Dates: _____
Contractor's License #: _____
Requirements of contract: _____
What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____
Address: _____ Phone Number: _____
_____ Fax Number: _____
Dollar amount of sub-contract: \$ _____ Contract Dates: _____
Contractor's License #: _____
Requirements of contract: _____
What portion of work will be assigned to this subcontractor: _____

BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT

The Bidder is required to list all necessary equipment to complete the work as specified. The Bidder shall state below the motive, industrial, construction and other equipment which Bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion, the Bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the Bidder shall explain how the equipment will be made available prior to commencement of work.

NOTE: Add additional pages if necessary.

Equipment

Equipment Description: Front End Loaders

Owned ☒ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: 100+ owned and operated locally, 2 for this project

Year, Make & Model: various, average fleet age under 5 years

Explanation: _____

Equipment Description: 3-yard trash and recycling dumpsters

Owned ☒ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: 550 specifically for this contract

Year, Make & Model: n/a

Explanation: _____

Equipment Description: 4-yard trash and recycling dumpsters

Owned ☒ Rented ☐ Other ☐ (explain below)

If Owned, Quantity Available: 5 specifically for this contract

Year, Make & Model: n/a

Explanation: _____

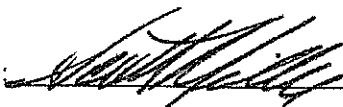
BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The Bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, Scott Miller, certify that my company, Allied Waste Systems, Inc., has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: 11/09/09

Signature: 



City of San Diego
Purchasing & Contracting Department
Contractor/Vendor Registration Form

All prospective bidders, as well as existing contractors and vendors, are required to complete this form.

Vendor ID: _____

[ID Number will be provided by City]

Firm Info:

Firm Name: Allied Waste Systems, Inc.
Doing Business As: Allied Waste Services of San Diego
Firm Address: 8364 Clairemont Mesa Blvd.
City: San Diego State: CA Zip: 92111
Phone: 619-421-9400 Fax: 858-278-7528
Taxpayer ID: 31-2750252 Business License: B1997007868
Website: sd.disposal.com

Contact Info:

Contact Name: Scott Miller
Title: Area Sales Manager
Email: smiller2@republicservices.com
Phone: 858-637-5609 Cell: 619-921-9244

☐ **Alternate Address (if different from above) to Receive Remittance:**

Mailing Address: _____
City: _____ State: _____ Zip: _____

☐ **Alternate Address (if different from above) to Receive Bid/Contract Opportunities:**

Mailing Address: _____
City: _____ State: _____ Zip: _____

Contractor Licenses (if applicable)

License Number: _____ License Type: _____
License Number: _____ License Type: _____
License Number: _____ License Type: _____

Contractor/Vendor Registration Form - Page 2

Firm Name: Allied Waste Systems, Inc.

Product/Services Description:

Waste and recycling hauling and disposal services.

Product/Services Information:

NAICS Codes: 562111

*find list of available NAICS Codes at <http://www.census.gov/epcd/www/naics.html> and select 2007 NAICS codes 6 digit only OR request hard copy from Purchasing & Contracting

The City requires this information for statistical purposes only.

Primary Owner of the Firm (51% ownership or more)	<input type="checkbox"/> Male	or	<input type="checkbox"/> Sole Proprietorship
	<input type="checkbox"/> Female		<input type="checkbox"/> Partnership
		<input type="checkbox"/> Corporation	
		<input type="checkbox"/> Limited Liability Partnership	
		<input type="checkbox"/> Limited Liability Corporation	
		<input type="checkbox"/> Joint Venture	
		<input type="checkbox"/> Non-Profit	
		<input type="checkbox"/> Governmental/Municipality/Regulatory Agency	
		<input type="checkbox"/> Utility	

Ethnicity:

Ethnicity: *

* select one from the following List of Ethnicities:

AFRICAN AMERICAN
ASIAN AMERICAN
CAUCASIAN AMERICAN
HISPANIC AMERICAN
NATIVE AMERICAN
PACIFIC ISLANDER AMERICAN

Ownership Classification

Classification:

*

* select from the following List of Ownership Classification Codes (select all that apply).

WBE	(Woman Owned Business Enterprise)
OBE	(Other Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
SLBE	(Small Local Business Enterprise)
8(a)	(Small Business Administration 8(a) Enterprise)
SDB	(Small Disadvantaged Business Enterprise)
LBE	(Local Business Enterprise)
MLBE	(Micro Local Business Enterprise)
SBE	(Small Business Enterprise)
MBE	(Minority Business Enterprise)
DPBT	(Persons With A Disability Or Disabilities Business Enterprise)
LGBT	(Lesbian, Gay, Bisexual, Transsexual Business Enterprise)

Certified by an Agency? ☐ No ☐ Yes (enter Certification Number and Certifying Agency below)

Certification #:

Agency:

Certification #:

Agency:

Information regarding a vendor's racial or gender ownership status will not be used as a factor in the City's selection process for any contract.

Please mail this form to: Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

or fax to: 619/236-5904

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Pledge of Compliance Attachment "A"* and sign each page. The signatory guarantees the truth and accuracy of all responses and statements. Failure to submit this completed *Pledge of Compliance* may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

A. PROJECT TITLE:

9678-10-V: Furnish the City of San Diego with Refuse and
Recyclable Collection Services.

B. BIDDER/CONTRACTOR INFORMATION:

<u>Allied Waste Systems, Inc. DBA: Allied Waste Services of San Diego</u>			
Legal Name	8364 Clairemont Mesa Blvd. San Diego, CA		92111
Street Address	City	State	Zip
<u>Scott Miller, Area Sales Mgr.</u>	<u>858-637-5609</u>	<u>858-278-7528</u>	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?
☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE: Indicate the organizational structure of your firm. Check one only on this page. Use *Pledge of Compliance Attachment "A"* if more space is required.

☒ **Corporation** Date incorporated: 08/06/97 State of incorporation: Delaware

List corporation's current officers: President: Donald W. Slager
Vice Pres: Tod C. Holmes
Secretary: Timothy R. Donovan
Treasurer: Edward A. Lang

Is your firm a publicly traded corporation? ☒ Yes ☐ No

If Yes, name those who own five percent (5%) or more of the corporation's stocks:

☐ **Limited Liability Company** Date formed: / / State of formation:

List names of members who own five percent (5%) or more of the company:

☐ **Partnership** Date formed: / / State of formation:

List names of all firm partners:

☐ **Sole Proprietorship** Date started: / /

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

☐ **Joint Venture** Date formed: / /

List each firm in the joint venture and its percentage of ownership:

Note: Each member of a Joint Venture must complete a separate *Contractor Standards Pledge of Compliance* for a Joint Venture's submission to be considered responsive.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?
☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?
☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances and provide principal contact information.

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?
☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?

☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

☐ Yes ☒ No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

☒ Initial submission of *Contractor Standards Pledge of Compliance*.

☐ Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

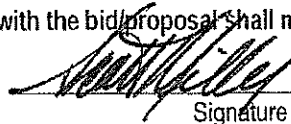
- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Scott Miller

Area Sales Manager

Print Name, Title



Signature

11/09/09

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

Provide additional information in space below. Use additional *Pledge of Compliance Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Pledge of Compliance* and that I am responsible for completeness and accuracy of responses on this *Pledge of Compliance Attachment "A"* page and all information provided is true to the best of my knowledge.

Scott Miller, Area Sales Mgr.

Print Name, Title


Signature

11/09/09

Date

DRUG-FREE WORKPLACE

A. GENERAL

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All Proposers should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

B. DEFINITIONS

- 1) "Drug-Free Workplace" means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) "Employee" means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) "Controlled Substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) "Contractor" means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

C. CITY CONTRACTOR REQUIREMENTS

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
 - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

NOTE: The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

Bid No. 9678-10-V

**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD**

**DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION**

BID NUMBER: 9678-10-V

PROJECT TITLE: Furnish the City of San Diego with Refuse and
Recyclable Collection Services

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy
No. 100-17** regarding Drug-Free Workplace as outlined in the request for bids, and that,

Allied Waste Systems, Inc.

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: 

PRINTED NAME: Scott Miller

TITLE: Area Sales Manager

COMPANY NAME: Allied Waste Systems, Inc.

ADDRESS: 8364 Clairemont Mesa Blvd.
San Diego, CA 92111

TELEPHONE: 858-637-5609 FAX: 858-278-7528

DATE: 11/09/09

ATTACHMENT A

City of San Diego Expectations of Ethical Business Conduct (Effective date: 11/1/08)

Introduction

This document has been created to promote and enhance public trust and confidence in the integrity of the City of San Diego's ("City") procurement process, and to ensure that City officials and employees are independent, impartial and responsible to the City taxpayers.

The City operates in a highly regulated environment and, as a result has many rules and regulations that Contractors must follow. These consist of not only federal and state laws and regulations but also the City's own requirements. In their dealings with the City, Contractors are expected to exercise caution and avoid even the appearance of impropriety or misrepresentation. The City values the relationships that have been developed with its Contractors. These relationships have been built on a foundation of honesty, trust and a commitment to ethical business practices.

This document is a summary statement of the City's expectations concerning the ethical business conduct of contractors doing business with or on behalf of the City. By "Contractor" the City means any company or individual that provides or wants to provide a product or service or engage in a marketing partnership directly or indirectly to or with the City. By "Marketing Partnership" the City means a mutually beneficial business arrangement between the City and a Contractor, wherein the Contractor provides cash and/or in-kind services to the City in return for access to the marketing potential associated with the City.

Business Conduct

- A. ***Provide Contracting Excellence*** – Contractors are expected to deliver high quality, innovative and cost-effective goods and services to the City, so that the public is served with the best value for its dollars.
- B. ***Employ Good Business Practices*** – Contractors and their Representatives shall conduct their employment and business practices in full compliance with all applicable laws of the United States of America, the State of California, the County of San Diego, and the City, as well as all applicable City policies, including, but not limited to, the following:
 - ***Equal Employment Opportunity Contracting*** – A Contractor cannot discriminate against an employee or applicant for employment or subcontractor on any basis prohibited by law. Contractors are not permitted to discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, suppliers, and/or in the provision of goods, services, facilities, privileges, advantages and accommodations. Contractors must comply with the City's Nondiscrimination in Contracting Ordinance. [Municipal Code §§ 22.3501 through 22.3517]

- **Equal Opportunity Outreach Program** - All Contractors doing business with the City, and their subcontractors, must comply with the requirements of the City's Equal Opportunity Outreach Program. [Municipal Code §§ 22.2702 through 22.2707]
 - **Health and Safety** – Contractors shall provide a safe and healthy work environment as set forth in any Agreement with the City and shall fully comply with all insurance carrier mandated safety requirements and all applicable safety and health laws, regulations, and practices.
 - **Americans with Disabilities Act/Title 24** - A Contractor awarded a contract, lease, or grant by the City must comply with Council Policy 100-04 relating to the federally mandated Americans with Disabilities Act (ADA) and Title 24 of the California Code of Regulations (California Physical Access Laws).
 - **Drug Free Environment** – Contractors, in the performance of their duties and obligations, shall comply with the City's Drug-Free Workplace requirements [City of San Diego Resolution No. R-277952 adopted May 20, 1991, Council Policy 100-17].
 - **Cooperative Environment** - A Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.
 - **No Harassment** – A Contractor shall not engage in any sexual or any other harassment, physical or verbal abuse, or any other form of intimidation with respect to its own or any City Official or employee.
 - **Living Wage Ordinance** - Many Service Contractors, Financial Assistance Recipients and/or City Facility Employers may be required to comply, and require each of its subcontractors to comply, with the provisions of the City's Living Wage Ordinance. Contractors should consult the ordinance and their legal counsel to determine its applicability. [Municipal Code §§ 22.4201 et seq.]
- C. **Compliance with City Procurement Process** – Contractors shall comply with all City laws, regulations policies, procedures, and requirements governing the City's procurement process. For more information, see Municipal Code §§ 22.3001 et seq. [Contract Definition, Competitive Bidding Procedures and Contract Alterations], §§ 22.3101 et seq. [Public Works Contracts], §§ 22.3201 et seq. [Contracts for Personal Services, Goods and Consultants], §§ 22.3301 et seq. [Design-Build Contracts], §§ 22.3401 et seq. [Alternative Procurement of Design-Build Contract for Qualifying Complex Public Facilities], §§ 22.3501 et seq. [Nondiscrimination in Contracting], §§ 22.3601 et seq. [Bidding and Award Requirements for Minor Public Works Contracts] and Purchasing and Contracting Department's "Vendor Information" web page - <http://www.sandiego.gov/purchasing/vendor/index.shtml>.
- D. **Use of City Resources** – Contractors and their Representatives shall use City assets (including, but not limited to, time, property, supplies, services, consumables, equipment, technology, intellectual property, and information) only for City business-related purposes.
- E. **Confidentiality** – Contractors and their Representatives shall protect and maintain confidentiality of the professional services they provide to the City, *unless*, otherwise specifically authorized by the City, in writing, or otherwise legally mandated by law.
- F. **Marketing Partnerships** - The City accepts the principle that Contractors may become marketing partners with the City in sponsorship of City-approved programs, projects, events, facilities or activities where such partnerships are mutually beneficial to both parties in a manner consistent with all applicable policies and ordinances set by the City. Under conditions of Council Policy 000-40, City staff may solicit marketing partnerships for the City.

- G. ***Affiliation with the City*** – Contractors are expressly prohibited from producing any advertisement that refers to the City as a user of a product, material or service of the Contractor or any subcontractor, material supplier, vendor or Manufacturer, without a written agreement from the Mayor or his/her designee. This rule does not preclude a contractor from identifying the City of San Diego as a reference or as a former client in proposals for work submitted to other corporate, government or other legal entities. [City Council Policy 000-40; City Council Policy 000-41]
- H. ***Product Endorsement*** – Endorsements by the City or its employees of commercial products or services of a Contractor, when such endorsement will be used by the Contractor for advertising purposes are prohibited unless there is a written agreement from the Mayor or his/her designee. An agency or organization which in whole or in part receives City funds shall adopt and follow a similar policy prohibiting that agency's or organization's endorsement of commercial products or services. [City Council Policy 000-40; City Council Policy 000-41; Administrative Regulation 95.65]
- I. ***Gift Limits/Prohibitions*** – Contractors and their Representatives shall abide by the City's gift/favors limitations, as related to City officials/employees, and as set forth in Municipal Code § 27.3501, Council Policy 000-4 and Administrative Regulation 96.50 § 3.4.
Companies, contractors or vendors are not permitted to give to an employee of the Purchasing & Contracting Department any gifts, gratuities, meals, or favors so as not to give even the appearance of a conflict of interest.
- J. ***Campaign Contributions*** - All Contractors and subcontractors are charged with full knowledge of the requirements of San Diego Municipal Election Campaign Control Ordinance [Municipal Code § 27.2901 et seq.] regarding the making of campaign contributions, and shall not violate or conspire with any other person to violate this ordinance.
- K. ***Employment of Former City Employees*** – A Contract may be unilaterally and immediately terminated by the City if the Contractor or any of its Subcontractors and/or Subconsultants knowingly employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Contractor and its Subcontractors and or Subconsultants. [Council Policy 300-11]
- As well, City employees are not permitted to negotiate future employment with any Contractor, in the instance where the employee's City employment status could create an advantage not available to other individuals, firms or organizations. [Administrative Regulation 95.60 § 3.10]
- L. ***Communications Limitations*** – Contractors and their representatives shall observe communication limitations with City Officials and employees during the times of the procurement/contracting process, as set out by City Purchasing and Contracting Department policies, to ensure that the process is shielded from even the appearance of undue influence.

If a Contractor employs a former City employee, that former City employee is not permitted to communicate with any City employee on any issue or matter in which the former City employee had official responsibility or participation, for a period of one year from the former employee's final date of employment. [Administrative Regulation 95.60 § 3.10]

Conflict of Interest/Disclosure Obligations

Contractors are subject to all federal, state and local conflict of interest and disclosure laws, regulations, and policies applicable to public contracts and procurement practices, including, but not limited to, California Government Code sections 1090, et seq. and 81000, et seq., California Corporations Code §§ 7230-7238 and §§ 5230-5240, City of San Diego City Charter § 225, the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code at sections 27.3501 to 27.3595, the "Conflict of Interest and Procurement Policy for Non Profit Corporations Contracting with the City of San Diego" and as required a City department policy or regulation. Some Contractors, under certain specified circumstances, may be required to file a Statement of Economic Interest.

Political Activity

For contracts funded by federal sources or Transient Occupancy tax funds, contractors and subcontractors are prohibited from using funds, personnel, or materials received for certain lobbying or political activities. Any prohibitions on the use of contract funds for lobbying or political activities will be specified in the contract language.

Transparency in Lobbying

Contractors and their Representatives shall abide by City's Municipal Lobbying Ordinance [Municipal Code § 27.4000 et seq.] and register and fulfill the associated requirements, if they qualify as lobbying firms, organization lobbyist, or expenditure lobbyists as defined by Municipal Code § 27.4002.

False Claims

Contractors who make false charges on claims for any payment submitted to the City violate the California False Claims Act, Cal. Government Code §§ 12650-12655.

Violation of Anti-Competitive Business Practices or Unfair Trade Practices

Contract bidders shall not engage in any acts or omissions, in violation of federal, state or municipal law, the City Charter, or City policies and regulations, involving anti-competitive practices, unfair trade practices, collusion, contingent fees, gratuities, kickbacks, contemporaneous employment, or similar violations creating an unfair influence on the public bidding and award process pertaining to a contract or proposal, in violation of federal, state, or municipal law, the City Charter, or City policies and regulations, shall void the contract. In addition to any other remedies or damages allowed by law, the Bidder shall be liable to the City for all damages the City incurs and shall be subject to debarment.

Enforcement

Enforcement of these provisions maybe found in your contract and in local, state and federal law.

This document does not address all ethical issues which may arise in the course of doing business with the City. Nor does it describe all legal contracting requirements that Contractors, doing business with the City, are required to comply with. Because the principles described in this document are summary in nature, Contractors are responsible for reviewing all applicable local, state and federal law, as well as the City Charter, ordinances, policies, procedures and regulations for more specific information and instruction.

Contractors should consult with their legal counsel if there are questions concerning compliance with applicable local, state or federal laws.

ATTACHMENT B – REFUSE COLLECTION SERVICES

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
Stadium	Qualcomm Stadium	9449 Friars Rd., San Diego, CA	150									3 yd garbage bins on call
Library	Central Library Building	820 E St., San Diego, CA	2			X	X	X	X	X		
PD	Police Headquarters	1401 Broadway, San Diego, CA	4			X	X	X	X	X	X	Code required for access.
PD	Northern Police Station	4275 Eastgate Mall, San Diego, CA		1		X	X	X	X	X		
PD	Police Pistol Range	40th and Federal Blvd., San Diego, CA	3			X		X		X		
PD	Western Police Station	Napa and Gaines Sts San Diego, CA	3			X		X		X		
PD	Northeastern Police Station	13396 Salmon River Rd San Diego, CA	1			X		X		X		
PD	Eastern Police Station #1	9225 Aero Dr., San Diego, CA	2			X		X		X		
PD	Traffic Division #2	9265 Ruffin Rd., San Diego, CA	2			X		X		X		
PD	Southeastern Police Station	Skyline Drive and Sychar, San Diego, CA	2			X		X		X		Honk for access.
PD	Mid-City Police Station	4310 Landis, San Diego, CA	2			X	X	X		X		
Fleet Service Division	Central Vehicle Maintenance Facility	3940 Federal Blvd., San Diego, CA	2			X		X		X		
PD	Police Horse Stable	Gold Gulch Balboa Park San Diego, CA	2			X	X	X	X	X	X	

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
PD	Police Canine Facility	4008 Federal Blvd. San Diego, CA	2			X		X		X		One of the trash bins is located at the Sunshine Little League Field just down the street.
PD	Southern Police Station	1120 27th St San Diego, CA	2			X		X				Honk for access.
PD	Central Police Facility	2501 Imperial Ave. San Diego, CA	1			X		X		X		Combination lock.
PD	Beach & Bay Store Front	4439 Olney St. San Diego, CA	1						X			
PD	Air Support Unit	4141 Kearny Villa Rd., San Diego, CA	1						X			
	NTC	Wombie at Cushing Rd	2			X				X		
Library	Rancho Bernardo Library	17110 Bernardo Center Dr., San Diego, CA	1			X				X		
Library	Otay Mesa Library	3003 Coronado Ave. San Diego, CA	1					X				Recyclable - Before 11am
Library	Taylor/Pacific Library	4275 Cass St. San Diego, CA	1		X				X			Dumpster area is padlocked.
Coastal	Bahia/Ventura	3200 Gleason Rd. San Diego, CA	8		X	X		X		X		Before 9am Summer : 4x Su-Mo-W-F
	Bonita Cove	1100 W Mission Bay Dr. San Diego, CA	8		X	X		X	X	X		Before 9am Su = Summer

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
Coastal	Crown Point Shores	700 Corona Oriente Rd. San Diego, CA	10		X	X		X		X		Before 9am Su = Summer
Coastal	Dana Basin (Landing)	1999 Dana Landing Rd. San Diego, CA	2		X	X		X		X		Before 9am Su & We = Summer
Coastal	De Anza Cove	2800 E Mission Bay Dr. San Diego, CA	8		X	X		X		X		Before 9am Su = Summer
Coastal	Islandia (Quivira Point)	1441 Quivira Rd. San Diego, CA	1		X	X		X		X		Before 9am Su = Summer
	Mission Point	2600 Bayside Ln. San Diego, CA	3		X	X		X		X		Before 9am Su = Summer
Coastal	Playa Pacifica	2590 E. Mission Bay Dr., San Diego, CA	11		X	X		X		X		11 in Summer / 8 in Winter 3 Sites on Mission Bay Dr Su = Summer Before 9am
Coastal	Quivira Basin / Hospitality Point	1300 Quivira Rd., San Diego, CA	3		X	X			X	X		2 Sites near 1300 Quivira Rd Su = Summer
Coastal	Santa Clara Point	1008 Santa Clara Pl. San Diego, CA	5		X	X		X		X		Before 9am Su = Summer
Coastal	Sunset Point	1656 W Mission Bay Dr. San Diego, CA	2		X	X		X		X		Before 9am Su = Summer

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
Coastal	Tecolote Shores	Mission Bay Parks West, 1740 E Mission Bay Dr., San Diego, CA	4		X	X	X	X		X		Before 9am Mo = Summer
Coastal	Tecolote Shores - S. Tecolote Drive	Mission Bay Parks West, 1590 E Mission Bay Dr., San Diego, CA	2		X	X		X		X		Before 9am Su = Summer
Coastal	Famosa Boulevard and W. Point Loma Blvd.	4021 Pt Loma Blvd Famosa Blvd and W Point Loma Blvd. San Diego, CA	2		X	X	X	X		X		Tu & Fr = Summer
Coastal	Fiesta Island Youth Camp	1750 Fiesta Island Rd. San Diego, CA	2		X	X		X		X		Before 9am Su = Summer
	Kellogg Park	2112 Vallecitos - (In 2 locations of parking lot.)	5		X	X		X		X		Before 9am In 2 locations of parking lot.
Coastal	Vacation Isle - North Cove	3100 Ingraham St. San Diego, CA	1		X	X				X		Before 9am
Coastal	Vacation Isle - Ski Beach	3100 Ingraham St. San Diego, CA	9			X	X	X		X		Before 9am We = Summer
Coastal	Vacation Isle - South Cove	3100 Ingraham St. San Diego, CA	6		X	X		X		X		Before 9am We = Summer
Coastal	Mission Beach Park	Mission Beach at I-5 Pacific Beach West Point	4		X	X		X		X		Before 9am Su = Summer
Shoreline	Mission Beach Park	3126 Mission Blvd. San Diego, CA	4		X	X		X		X		Before 9am

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
Shoreline	La Jolla Scripps Park / Ellen Browning Scripps	1180 Coast Blvd. La Jolla, CA	3		X	X		X		X		Before 9am In gated area of comfort station.
	South Mission Beach Park	2587 Ocean Blvd. San Diego, CA	2		X	X		X		X		Before 9am
Shoreline	Sunset Cliffs Natural Park / Hillside Park	Cornish & Ladera Sts (in parking lot), San Diego, CA	2			X		X		X		Before 9am
Shoreline	Torrey Pines City Park	Torrey Pines Scenic Drive and Callen Rd. 2800 Torrey Pines Scenic Dr (in 2 locations of parking lot)	3			X		X		X		Before 9am
Shoreline	Ocean Beach Pier	5000 Niagra Ave. (in the parking lot) San Diego, CA	3		X	X		X		X		Before 9am In the parking lot.
Shoreline	Tourmaline Park	602 Tourmaline St. (in the parking lot) San Diego, CA	4		X	X		X		X		Before 9am
Inland	Valencia Park School Turf	Behind 5880 Skyline Dr. San Diego, CA	1			X		X		X		
Inland	Martin Luther King Community Park	6353 Skyline Dr. San Diego, CA	2			X	X	X		X		Tu = Summer
	Montgomery Waller Rec. Center	3020 Coronado Ave. San Diego, CA	4		X	X		X		X		Su = Summer
Inland	Silverwing Neighborhood Park	3737 Arey Dr. San Diego, CA	2			X	X		X			
	South Bay Rec. Center	1885 Coronado Ave. San Diego, CA	2			X	X		X			

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	Penn Athletic Area	2555 Dust Dr. San Diego, CA	1			X				X		
Inland	Paradise Hills Rec. Center	6610 Potomac St. San Diego, CA	1			X		X		X		
Inland	Larsen Field	455 Sycamore Rd. San Diego, CA	2				X		X		X	
	San Ysidro Comm. Activity Center	179 Diza Rd. San Diego, CA	1				X	X		X		We = Summer
Inland	Skyline Rec. Center	8285 Skyline Dr. San Diego, CA	1			X		X		X		
Inland	Bay Terraces Comm.	7373 Tooma St. San Diego, CA	1			X		X		X		
Inland	Vista Terrace	301 Athey Ave. San Diego, CA	2				X		X		X	Sa = Summer
	Morley Field	2221 Morley Field Dr San Diego, CA	1			X	X		X		X	Locking, Metal & Bar-Type Lids Sa = Summer
Metro Pk	Pepper Grove	Balboa Park off Park Blvd San Diego, CA	3			X				X		Locking, Metal & Bar-Type Lids.
Metro Pk	Balboa Park Club	2150 Pan American Rd W San Diego, CA	2			X		X		X		Locking, Metal & Bar-Type Lids
	Municipal Gym BP	2111 W Pan American Rd San Diego, CA	1			X						Locking, Metal & Bar-Type Lids
Metro Pk	Recital Hall	Balboa Park 2130 Pan American Plaza San Diego, CA	1				X			X		Locking, Metal & Bar-Type Lids

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
Metro Pk	Federal Building	2132 Pan American Plaza Balboa Park San Diego, CA	2			X	X	X	X	X		Locking, Metal & Bar-Type Lids
Metro Pk	Marston Point	Balboa Park West Mesa area on Balboa Dr San Diego, CA	2			X		X		X		Locking, Metal & Bar-Type Lids
Metro Pk	6th Ave Children's Playground		2			X		X		X		Locking, Metal & Bar-Type Lids
Metro Pk	Balboa Drive / Nutmeg	near Balboa Drive / Nutmeg	2			X		X		X		Locking, Metal & Bar-Type Lids
	Serra Museum Lot	2727 Presidio Dr. San Diego, CA	2			X				X		Locking, Metal & Bar-Type Lids
	Presidio	2811 Jackson St. San Diego, CA	1				X			X		
Metro Pk	War Memorial Building	Balboa Park, San Diego, CA	1			X		X		X		Locking, Metal & Bar-Type Lids
Metro Pk	Spanish Village Lot	Balboa Park near 1770 Village Pl., San Diego, CA	1				X				X	Locking, Metal & Bar-Type Lids
Metro Pk	Mission Hills Park	1521 Washington Pl. San Diego, CA	1			X			X			Locking, Metal & Bar-Type Lids
Metro Pk	Balboa Park Nursery	2850 Pershing Dr. San Diego, CA	1					X				Locking, Metal & Bar-Type Lids
Metro Pk	Raven Street Facility	411 Raven St. San Diego, CA	1					X		X		
Metro Pk	Botanical Building	Balboa Park - Old Globe Wy., San Diego, CA	1				X		X	X		Locking, Metal & Bar-Type Lids

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	New Prado Theater	Balboa Park - Old Globe Wy., San Diego, CA	1				X		X		X	Locking, Metal & Bar-Type Lids
	Golden Hill Rec. Ctr.	2600 Golf Course Dr. San Diego, CA	2				X	X			X	
	Adams Rec. Ctr.	3491 Adams Ave. San Diego, CA	1			X		X		X	X	
P & R	North Park Rec. Ctr.	4044 Idaho St. San Diego, CA	2			X		X		X	X	
P & R	Mt. View	641 South Boundary St. San Diego, CA	1				X		X	X		
P & R	Mt. View - North	4014 Ocean View Blvd. San Diego, CA	1			X				X		
P & R	Henderson Sport Complex	1035 S. 45th St. San Diego, CA	3				X		X		X	
P & R	Encanto Comm. Park	6508 Wunderlin Ave. San Diego, CA	1			X	X	X		X		Tu = Summer
P & R	Memorial Comm. Park	2902 Marcy Ave. San Diego, CA	3			X	X	X		X		
	Southcrest Comm. Park	4199 Keller Ave. San Diego, CA	1			X		X		X		
P & R	City Heights Rec. Ctr.	4380 Landis St. San Diego, CA	1			X		X		X		
P & R	City Heights Pool	3495 Landis St. San Diego, CA	1			X		X		X		
	Hollywood Park	2301 Shamrock St. San Diego, CA	1			X				X		
	Cabrillo Heights Park	8308 Hurlbut St. San Diego, CA	1			X			X			

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	Rancho Mission Canyon Park	6005 Larchwood San Diego, CA	1			X				X		
	Allied Gardens Rec.	5155 Greenbrier Ave. San Diego, CA	1			X				X		
	Allied Gardens Lot	5155 Greenbrier Ave. San Diego, CA	2					X				
	San Carlos Rec.	6445 Lake Badin Ave. San Diego, CA	1		X	X		X		X		Su = Summer
	Colina Del Sol Rec.	5319 Orange Ave. San Diego, CA	3			X		X		X		
	Azalea Rec.	2596 Violet., San Diego, CA	1			X				X		
	Serra Mesa Rec.	9020 Village Glen, San Diego, CA	2			X				X		
	Tierrasanta Comm. Park	11220 Clairemont Mesa Blvd., San Diego, CA	1			X		X		X		
	Chollas Lake Comm. Park	6350 College Grove Dr., San Diego, CA	3			X		X		X	X	Sa = Summer
	Lake Murray Comm. Park	7051 Murray Park Dr., San Diego, CA	1			X		X		X		
	Torrey Pines Golf Course	11318 N Torrey Pines Rd., La Jolla, CA	2			X	X		X	X		
	Marian Bear Park	Off Regent Road - West End of Parking Lot	1			X			X			
	Mission Trails Visitor Center	One Father Junipero Serra Trail	1				X			X		
	Mira Mesa / Johnson Rec. Ctr.	8875 New Salem St. San Diego, CA	3			X			X		X	

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	Canyonside Rec. Ctr.	12350 Black Mtn. Rd., San Diego, CA	2			X		X	X	X	X	
	Standley	2585 Governor Dr., San Diego, CA	1			X		X		X	X	
	Nobel Athletic Area	8810 Judicial Dr., San Diego, CA	2				X			X		
	Doyle Rec.	8175 Regents Rd. San Diego, CA	2			X		X		X		
	Robb Field	2525 Bacon St. San Diego, CA	4			X		X		X		
	Breen	11103 Polaris Dr. San Diego, CA	1			X		X		X		
	Carmel Mtn. Ranch Park	101502 Rancho Carmel Dr., San Diego, CA	1			X				X		
	Penasquitos Skate Park	10029 Carmel Mtn. Rd., San Diego, CA	1			X			X			
	Carmel Valley Rec.	3777 Townsgate Dr. San Diego, CA	1				X			X		
	Hilltop Comm. Park	9711 Oviedo Wy., San Diego, CA	2			X		X		X	X	Sat = Summer
	Pershing Yard	2830 Pershing Dr., San Diego, CA	2				X			X		
	Downtown Enhancement	2125 Park Blvd., San Diego, CA										As Needed - On Call
	Activity Ctr.	2145 Park Blvd., San Diego, CA	1			X			X		X	Locking, Metal & Bar-Type Lids
	Alcazar Gardens Lot	Balboa Park Near House of Charm on Prado, San Diego, CA	1			X				X		Locking, Metal & Bar-Type Lids
	Central Ops Station	1970 B St Bldg 1351 San Diego, CA	1									As Needed - On Call Approx 4x/Year

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	Cabrillo Rec.	3051 Canon St., San Diego, CA	2			X		X		X		
	Kate O. Sessions Park	5155 Soledad Rd., San Diego, CA	2			X		X		X		
	La Jolla Rec.	615 Prospect St., La Jolla, CA	1			X		X		X		
	N. Clairemont Rec.	4421 Bannock Ave., San Diego, CA	2			X				X		
	E. Clairemont Athletic	3451 Mt Acadia Blvd., San Diego, CA	1			X			X			
	Mt. Acadia	3865 Mt Acadia Blvd., San Diego, CA	1			X			X			
	Mt. Etna	4741 Mt Etna Dr., San Diego, CA	1			X			X			
	Olive Grove Park	6075 Printwood Wy., San Diego, CA	1			X				X		
	Pacific Beach Rec.	1405 Diamond St., San Diego, CA	1			X		X		X		
	Cleator Comm. Park	2312 Famosa Blvd., San Diego, CA	1				X			X		
	Tecolote Comm. Park	4675 Tecolote Rd., San Diego, CA	2			X			X			
	Mt. Soledad Natural Park	W. Ardeth Rd and I-5 near La Jolla Scenic Dr., and Via Capri, La Jolla, CA	1				X			X		
	Murray Ridge	8651 Celestine Ave., San Diego, CA	1			X				X		
	S. Clairemont Rec.	3605 Clairemont Dr., San Diego, CA	1			X			X			
	Ocean Beach Comm. Park	4726 Santa Monica Ave., San Diego, CA	2				X			X		
	Ocean Beach Park - Brighton St / Dog Beach	Brighton & Spray Sts, (In the parking lot)	3		X	X		X		X		Before 9am In the parking lot.

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
	Kearny Mesa Rec.	3170 Armstrong St., San Diego, CA	2				X				X	
	Lindbergh Park	4141 Ashford St., San Diego, CA	2				X		X			
	Linda Vista Rec.	7064 Levant St., San Diego, CA	2				X				X	
	Cadman Rec.	4280 Avanti Dr. San Diego, CA	1			X				X		
	Camino Ruiz	11498 Camino Ruiz San Diego, CA	2			X				X		
	Lopez Ridge	7245 Calle Cristobal San Diego, CA	2				X		X			
	Miramar Overlook Park	11417 Scripps Ranch Blvd., San Diego, CA	1			X				X		
	Scripps Ranch	11452 Blue Cypress Dr., San Diego, CA	1			X		X		X		
	Bud Kearns Pool	2229 Morley Field Dr., San Diego, CA	1						X			
WATER	Alvarado Filtration Plant	5540 Kiowa Dr., La Mesa, CA	3				X		X			
WATER	Alvarado Soils Lab	Kiowa Dr., La Mesa, CA	2			X		X		X		
WATER	Alvarado Water LAB	5530 Kiowa Dr., La Mesa, CA	1				X		X			
WATER	Chollas Yard	2797 Caminito Chollas San Diego, CA	4				X		X			
WATER	San Vicente Yard	12375 Moreno Ave., Lakeside, CA	2				X		X			
WATER	Miramar Plant	10710 Scripps Lake Dr., San Diego, CA	1					X	X			
WATER	Otay Filtration Plant	1500 Wueste Rd., Chula Vista, CA	1				X					

Dept. / Div.	Facility	Address	Refuse Container		Refuse Pickup Frequency							Time of Service / Comments
			3 CY	4 CY	SU	MO	TU	WE	TH	FR	SA	
WATER	Water Quality Lab	5530 Kiowa Dr., La Mesa, CA	2			X	X	X		X		
WATER	El Capitan Reservoir	16852 El Monte Rd. Lakeside, CA	3			X						
WATER	Barrett	2417 Barrett Lakes Rd. Dulzura, CA	1				X					
WATER	Hodges Reservoir	20102 Lake Dr., Escondido, CA	3				X					
WATER	Miramar Reservoir	10710 Scripps Lake Dr., San Diego, CA	4					X				
WATER	Murray Reservoir	5540 Kiowa Dr., La Mesa, CA	4				X					
WATER	Otay Reservoir	1500 Wueste Rd., Chula Vista, CA	3				X					
WATER	Sutherland Reservoir	22850 Sutherland Dam Rd., Ramona, CA	1			X						
WATER	Employees Training & Dev. Center	5510 Kiowa Dr., La Mesa, CA	1				X		X			
FIRE	Fire Dept/Repair Facility	3870 Kearny Villa Rd., San Diego, CA	3			X			X			
FIRE	Fire Comm. Center	3750 Kearny Villa Rd., San Diego, CA	2			X			X			
FIRE	Fire Station #20	3305 Kemper Blvd., San Diego, CA	1					X				
FIRE	Fire Station #35	4285 Eastgate Mall, San Diego, CA	1					X				
FIRE	Fire Training Facility	1222 First Ave., San Diego, CA	2			X						
FIRE	NTC		2			X						

ATTACHMENT C – RECYCLING COLLECTION SERVICES

SECTION A: ENVIRONMENTAL SERVICES RECYCLING BINS & LOCATIONS

1.	Dept. /Div.	Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
				3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
1.	P & R	Adams Rec Center	3491 Adams Ave.	1			x		x		x		
2.	P & R	Allied Gardens Rec Center	5155 Greenbrier Ave.	1				x					
3.	P & R	Azalea Rec Center	2596 Violet Ave.	1				x					
4.	P & R	Belmonte Park	3000 Mission Blvd.	1			x			x			
5.	P & R	Bonita Cove West	1100 W. Mission Bay Dr.	2			x		x		x		
6.	P & R	Cadman Rec Center	4280 Avanti Dr.	1				x					
7.	P & R	Canyonside Rec Center	12350 Black Mtn. Rd.	2				x					
8.	P & R	Carmel Mtn. Ranch Rec Center	101502 Rancho Carmel Dr.	6			x		x		x		
9.	P & R	Chollas Lake Community Park	6350 College Grove Dr.	2			x			x			
10.	P & R	Colina Del Sol Rec Center	5319 Orange Ave.	1				x					
11.	P & R	Doyle Community Rec Center	8175 Regents Rd.	5			x		x		x		
12.	P & R	El Carmel Point	El Carmel Plc.	2			x		x		x		
13.	P & R	Golden Hill Rec Center	2600 Golf Course Dr.	1				x		x			

Dept./Div.		Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
				3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
14.	P & R	Kearny Mesa Rec Center	3170 Armstrong St.	1						x			
15.	P & R	La Jolla Rec Center	615 Prospect St.	2				x		x			
16.	P & R	La Jolla Shores	8300 La Vereda	1						x			
17.	P & R	Linda Vista Rec Center	7064 Levant St.	1						x			
18.	P & R	Mira Mesa Rec Center	8875 New Salem St.	3			x		x		x		
19.	P & R	Mission Point	2600 Bayside Ln.	1				x		x			
20.	P & R	Mission Trails Regional Parks	1 Father Junipero Serra Trail	2				x					
21.	P & R	Montgomery Waller Rec Center	3020 Coronado Ave.	2				x		x			
22.	P & R	Morley Field Sports Complex	2221 Morley Field Dr.	1			x				x		
23.	P & R	N. Clairemont Rec Center	4421 Bannock Ave.	1				x		x			
24.	P & R	North Park Rec Center	4044 Idaho St.	3			x		x		x		
25.	P & R	Ocean Beach Rec Center	4726 Santa Monica Ave.	2				x					
26.	P & R	Pacific Beach Rec Center	1405 Diamond Ave.	2			x		x		x		

Dept./Div.		Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
				3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
27.	P & R	Penn Athletic Field	2555 Dust Dr.	1						x			
28.	P & R	Presidio Rec Center	2811 Jackson St.	2									
29.	P & R	Rancho Bernardo Rec Center	18045 W. Bernardo Way	3			x				x		
30.	P & R	Rancho Mission Canyon Park	6005 Larchwood Way	2				x					
31.	P & R	Robb Athletic Field	2525 Bacon St.	2				x					
32.	P & R	San Carlos Rec Center	6445 Lake Badin Ave.	1				x					
33.	P & R	San Ysidro Senior Center	125 East Park Ave.	1						x			
34.	P & R	Santa Clara Rec Center	1008 Santa Clara Plc.	3			x		x		x		
35.	P & R	Serra Mesa Rec Center	9020 Village Glen Ave.	1					x				
36.	P & R	South Bay Rec Center	1885 Coronado Ave.	2				x		x			
37.	P & R	South Mission	2587 Ocean Blvd.	1			x			x			
38.	P & R	Southcrest Rec Center	4149 Newton Ave.	1									On Call
39.	P & R	Standley Rec Center	2585 Governor Dr.	3			x		x		x		
40.	P & R	Stockton Rec Center	330 32nd St.	1									On Call
41.	P & R	Telecote Rec Center	4675 Telecote Rd.	1					x				

Dept./Div.		Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
				3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
44.	Field Engineering	Field Engineering Div & Field Engineering Lab	9485 & 9481 Aero Dr.	1					x				
42.	P & R	Tierrasanta Community Council	11220 Clairemont Mesa Blvd.	2			x				x		
43.	P & R	Tierrasanta Rec	11220 Clairemont Mesa	1			x		x		x		
45.	Metro Pk	Balboa Nursery	2850 Pershing Dr.	1									On Call
46.	Various	C.A.B	202 C St.	3						x			
47.	Various	Chollas Ops.	2781 Caminito Chollas	5						x			
48.	Development Services	Development Services Center	1222 1 st Ave	1						x			
49.	ESD	Ridgehaven	9601 Ridgehaven Ct.		1								2x week - days of service not specified
50.	LIB	Central Library	820 E St.	1		x	x	x	x	x	x		
51.	Lifeguard Services	Lifeguard Headquarters	2581 Quivira Ct.	1							x		
52.	PD	Northern	4275 Eastgate Mall	1									On Call
53.	PD	Traffic	9265 Aero Dr.	1									On Call
54.	PD	Western	5215 Gaines St.	1									On Call
55.	Various	20 th & B St.	20 th & B St.		1		x						
56.	Balboa Park Admin	Balboa Park	2125 Park Blvd.	1							x		

ATTACHMENT C - SECTION B: CURRENT CONTRACTOR RECYCLING BINS & LOCATIONS

Dept./Div.	Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
			3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
Metro Pk	Raven St. Facility	411 Raven St.	1									2x week – service days not specified
Metro Pk	Balboa Park Club	Balboa Park	1									1x week – service day not specified
Lakes	Hodges Reservoir	20102 Lake Dr. Escondido, Ca	1									1x week – service days not specified
Lakes	Miramar Reservoir	10710 Scripps Lake Dr.	1									1x week – service days not specified
Lakes	Lake Murray	5540 Kiowa Dr.	1									1x week – service days not specified
Lakes	Otay Reservoir	1500 Wueste Rd.	3									1x week – service days not specified
Water	Alvarado Water Production Plant	5530 Kiowa Dr.	1									2x week – service days not specified
Training	Employee Training & Dev. Center	5510 Kiowa Dr.	1									1x week – service days not specified
Water	San Pasqual Water Production	14103 Highland Valley Rd.	1									1x week – service days not specified
Police	Central Police Station	1401 Broadway	1									3x week – service days not specified
Police	Mid City Police Station	4310 Landis	1									1x week – not specified

Dept./Div.	Facility	Address	Recycling Container		Recycling Pickup Frequency							Comments
			3 CY	4 CY	Su	Mo	Tu	We	Th	Fr	Sa	
Police	Southern Police Station	1120 27 th St.	1									1x week – service day not specified
Police	South Eastern Station	Skyline Dr & Sychar	1									1x week – not specified
Police	North Eastern Station	13396 Salmon River Rd.	1									1x week – service day not specified
Police	Central Police Facility	2501 Imperial Ave	1									1x week – service day not specified
Fire	Fire Dept. Repair Facility	3870 Kearny Villa Rd.	2									2x week – service day not specified
FIRE	Fire Comm. Center	3750 Kearny Villa Rd., San Diego, CA	2									2x week – service day not specified
Library	Rancho Bernardo Library	17110 Bernardo Center Dr.		1								2x week – service days not specified
P&R	City Heights Rec Center	4380 Landis St.	1									1x week – service day not specified

Bid No. 9678-09-V
Questions and Answers

Question 1 (2-Part Question)

Part 1: Regarding the acquisition of City-owned recycling dumpsters, does the City currently wish to replace all of these bins within a certain time frame, or simply intend to replace them when they have reached the end of their useful life?

Part 2: Is any information available regarding when the City acquired these bins?

Answer 1

The Contractor will take over the servicing and ownership of all 3-yard recycling bins currently owned by the City. Once the contract begins, the City bins at various locations will be the property of the Contractor. The City does not wish to make any immediate reduction in service, but may choose to increase or reduce service at a later date. The bins were purchased approximately 5-6 years ago.

Question 2 (2-Part Question)

Please furnish a site map of Qualcomm Stadium.

Answer 2

A site map furnished by Qualcomm Stadium is attached.

Question 3

Several sites to be serviced appear to be within cities with an exclusively franchised waste hauler (La Mesa, Chula Vista, etc.). Would these sites need to be serviced by the franchised hauler or are City of San Diego operations exempt from this requirement?

Answer 3

It is the intention of the City that sites located within other jurisdictions will be served by this contract.

Question 4

Pricing Page 5, item D, Section 4 – Containers requests a per exchange, replacement or repair price. However, there is no estimate of the number of instances, where the "Total Section 4" is requested would you just like a sum of the unit prices?

Answer 4

Yes.

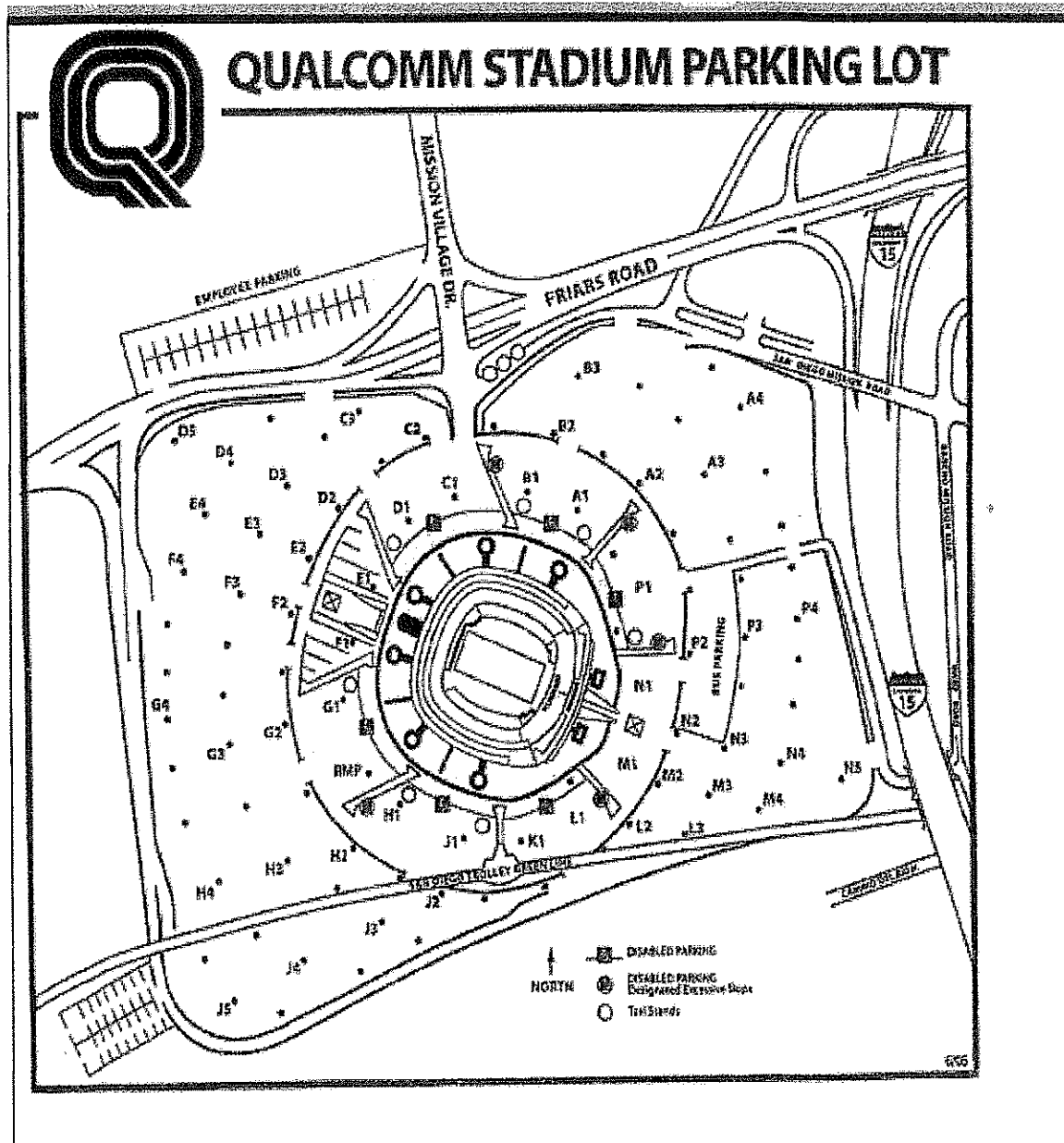
Question 5

What is the projected start date for this contract? How much lead time from award to start date?

Answer 5

The City desires that contract be fully awarded not later than February 2010. The City anticipates approximately 2-3 weeks lead time will be provided from award to start date.

*** End of Questions and Answers ***





City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☒ Vendor/Supplier ☐ Financial Institution ☐ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: Allied Waste Systems, Inc

ADA/DBA: Allied Waste Services of San Diego

Address (Corporate Headquarters, where applicable): 8364 Clairemont Mesa Blvd

City: San Diego County: San Diego State: CA Zip: 92111

Telephone Number: (800) 421-9401 Office/(619) 540-0449 Karen Cell Fax Number: (858) 278-8528

Name of Company CEO: Jim O'Connor

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Type of Business: Non hazardous waste hauler Type of License: Business

The Company has appointed: Alexander "Skip" Ur

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 18500 North Allied Way Phoenix, AZ 85052

Telephone Number: (480) 627-2335 Fax Number: (480) 627-7071

☒ One San Diego County (or Most Local County) Work Force - Mandatory

☐ Branch Work Force *

☐ Managing Office Work Force

Check the box above that applies to this WFR.

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of Allied Waste Systems, Inc d/b/a Allied Waste Services of San Diego hereby certify that information provided herein is true and correct. This document was executed on this ---- 10th day of November 2009.

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Allied Waste Systems, Inc d/b/a Allied Waste Services of San Diego DATE: 12/10/2009

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			8	1							6	2		
Professional			1			1								
A&E, Science, Computer														
Technical														
Sales	1	1		1							1	4		
Administrative Support		2	1	11	1						2	6		
Services														
Crafts			14		1						3			
Operative Workers	7		133		1						6			
Transportation														
Laborers*	3		26											

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	11	3	183	13	3	1					18	12		
--------------------	----	---	-----	----	---	---	--	--	--	--	----	----	--	--

Grand Total All Employees

244

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ NOT APPLICABLE _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) Black, African-American | (5) Filipino |
| (2) Hispanic, Latino, Mexican-American, Puerto Rican | (6) White, Caucasian |
| (3) Asian, Pacific Islander | (7) Other ethnicity; not falling into other groups |
| (4) American Indian, Eskimo | |

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from

Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one¹, two² & three³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and

Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

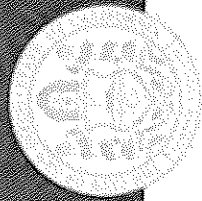
Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

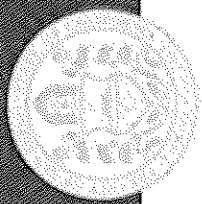


City of San Diego

Award of Refuse & Recyclable Collection Services Contract

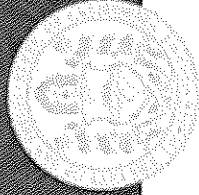
Natural Resources and Culture
Committee Meeting

February 24, 2010



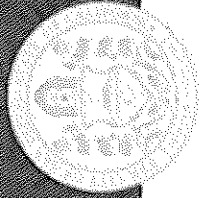
Background

- April 17, 2008 report to PS & NS Committee
- Two year contract with three one-year options to renew
- Allied Waste Services the lowest responsive responsible bidder
- Included recycling services currently provided by ESD



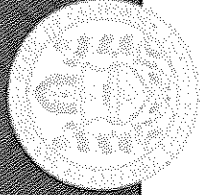
Background Cont.

- Task swap optimizes City Employee and private hauler efficiencies
- ESD to provide roll-off services
- Agreed upon by ESD, Labor Relations & Local 127
- Uniform pricing, one contract manager
- ESD Contract Manager to:
 - Verify invoicing and service levels
 - Ensure City Department compliance with City Recycling Ordinance
 - Facilitate waste reduction and cost savings for City Departments



Fiscal Considerations

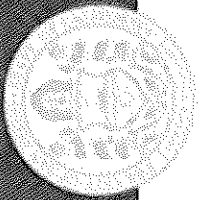
	City Facility Trash and Recycling Collection Costs					
	FY08 Actual Cost	FY09 Actual Costs	FY10 Budgeted Cost	First Year Projected Cost	Second Year Projected Cost	
City Dept. Trash & Recycling	\$614,786	\$699,782	\$699,025	\$789,380	\$819,200	
ESD Recycling	\$257,000	\$320,000	\$320,000	\$0	\$0	
Totals	\$871,786	\$1,019,782	\$1,019,025	\$789,380	\$819,200	



Fiscal Considerations Cont.

- Estimated \$230,000 savings in first contract year
- Estimated \$200,000 savings in second contract year
- Increased recycling will increase savings beginning in

FY11



Staff Recommendations

- **Authorize to award bid for servicing of three-yard dumpsters at City facilities**
- **Allocate funding for first two years of service**